UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

Current Report Pursuant to Section 13 or 15(d) of
the Securities Act of 1934

Date of Report (Date of earliest event reported): February 8, 2019

Synthesis Energy Systems, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-33522**	**20-2110031**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

One Riverway, Suite 1700 **Houston, Texas**	**77056**
(Address of principal executive offices)	(Zip Code)

(713) 579-0600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CRF 240.133-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

Item 1.01 Entry into a Material Definitive Agreement.

On February 8, 2019, in connection with his appointment as Chief Executive Officer and President of Synthesis Energy Systems, Inc. (the "Company") as described under Item 5.02 below, Robert Rigdon entered into an Employment Agreement with the Company to be effective March 1, 2019. Mr. Rigdon previously served as Chief Executive Officer from March 2009 to February 2016. He is entitled to receive an annual base salary of up to $180,000 and performance bonuses based on achievement of certain objectives specified in the Employment Agreement. If Mr. Rigdon's employment is terminated other than for cause (as defined in the Employment Agreement), he will continue to be able to earn the performance bonuses for six months after his termination if the objectives are achieved.

Mr. Rigdon is also subject to non-competition, confidentiality and non-disparagement obligations. Due to his service on the Company's board of directors (the "Board"), Mr. Rigdon is already a party to the Company's standard form of indemnification agreement for directors and executive officers.

The foregoing descriptions of the Employment Agreement and the indemnification agreement are qualified in their entirety by reference to the full text of the Employment Agreement and the indemnification agreement which are filed with this Current Report on Form 8-K as Exhibits 10.1 and 10.2.

Item 1.02 Termination of a Material Definitive Agreement.

As described below under Item 5.02, the employment agreement of DeLome Fair with the Company dated as of February 2016 will terminate effective March 1, 2019 in connection with her resignation as President and Chief Executive Officer of the Company.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

On February 8, 2019, DeLome Fair, President and Chief Executive Officer, and principal financial officer, of the Company and a director on the Board, notified the Company of her intention to resign as President and Chief Executive Officer, and principal financial officer, of the Company, and as a director on the Board effective March 1, 2019. The Company also announced that Robert Rigdon, Vice Chairman of the Board and the former Chief Executive Officer of the Company, will succeed Ms. Fair as President and Chief Executive Officer and principal financial officer. Ms. Fair's employment agreement with the Company dated as of February 2016 will also terminate effective as of such date.

The description of the Employment Agreement is incorporated by reference into this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

Exhibits

*10.1	Employment Agreement between the Company and Robert Rigdon dated effective February 8, 2019.
10.2	Form of Indemnification Agreement between the Company and its officers and directors (incorporated by reference to Exhibit 10.25 to the Company's Annual Report on Form 10-KSB for the year ended June 30, 2007).

* Filed herewith.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Synthesis Energy Systems, Inc.

Dated: February 8, 2019

/s/ David Hiscocks
David Hiscocks
Corporate Controller

Exhibit Index

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* Filed herewith.

Exhibit 10.1

February 8, 2019

Mr. Robert Rigdon
11410 Long Pine Drive
Houston, Texas 77077

Re: Employment with Synthesis Energy Systems, Inc. (the "Company")

Dear Robert,

You have been requested by the Company's board of directors (the "Board") to assume the executive role of the Company. As such, you and the Company have agreed to enter this Agreement (this "Agreement") effective as of March 1, 2019 (the "Effective Date").

Title/Reporting Relationship

Your title is President and Chief Executive Officer and you report to the Board.

Responsibilities

You shall have the authority, duties and responsibilities that are normally associated with and inherent in the capacity in which you will be performing and shall have such other or additional duties which are not inconsistent with your position, as may from time to time be reasonably assigned to you by the Board.

You have been assigned a primary role of leading the Company, under the direction of the Board, to seek and secure alternatives for improving the financial status of the Company which may include but not be limited to significant cost reductions, Company restructuring alternatives and asset divestitures.

While employed by the Company, you will devote the necessary time, attention and efforts to the affairs of the Company to perform faithfully and efficiently your duties and responsibilities. You shall perform the services required by this Agreement at the Company's present principal place of business or from your home office or such other location(s) as may be mutually agreed by you and the Company; provided, however, that your responsibilities for the Company will require you to conduct temporary travel to other domestic and international locations (including without limitation countries in Asia and Europe) on business for the Company consistent with the business needs of the Company. During the term of your employment, it shall not be a violation of this Agreement for you to engage in outside activities that do not materially interfere with performance of your responsibilities under this Agreement subject to prior written approval from the Board, which approval shall not be unreasonably withheld.

You acknowledge and agree that you owe a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of the Company and its affiliates and to do no act and to make no statement, oral or written, which would injure the business, interests or reputation of the Company or its affiliates.

Your current directorship of the Company, serving as Vice Chairman of the Board, shall continue unaffected by this Agreement. The Company acknowledges that you are a holder of certain of the senior secured debentures (the "Debt") of the Company. As such, for as long as you remain a holder of Debt, you will be required to recuse yourself from any Board or management decisions that could present a conflict of interest in this regard and that all such decisions shall be made by non-Debt holding members of the Board.

Base Compensation

Your base compensation will be $180,000 per year (the "Base Compensation"), payable in cash in equal semi-monthly installments of $7,500, subject to such payroll and withholding deductions as may be required by law and, if applicable, other deductions (consistent with the Company's policy for all employees) relating to your election to participate in the Company's incentive, savings, retirement and other employee benefit plans. A catch-up payment for the months of January 2019 and February 2019 will be made to you in addition to your first semi-monthly installment of Base Compensation in the aggregate amount of $30,000.

Additional Compensation

You shall be paid additional compensation (the "Additional Compensation") based on the amounts and subject to the requirements of the following:

a) For any merger or related restructuring transaction other than a Non-China Asset Divestiture Transaction or a China Asset Divestiture Transaction (a "M&A Transaction"), including but not limited to mergers or reverse merger of a third-party company with or into the Company, an amount equal to 2% of the M&A Transaction consideration actually received by the Company, net of Transaction Fees.

b) For each sale of the Company's assets outside China (a "Non-China Asset Divestiture Transaction"), including but not limited to sale of all or part of the Company's gasification technology, or its holdings in Batchfire Resources, Australian Future Energy or SES EnCoal Energy, an amount equal to 3% of the Non-China Divestiture Transaction consideration actually received by the Company, net of Transaction Fees.

c) For each sale of the Company's assets in China (a "China Asset Divestiture Transaction"), including but not limited to the Company's ownership in the Yima joint venture or the Suzhou Tianwo technology joint venture, an amount equal to 2% of the China Divestiture Transaction consideration actually received by the Company, net of Transaction Fees.

For purposes of the calculation of Additional Compensation, "Transaction Fees" means the aggregate amount of out-of-pocket fees and expenses incurred, or to be paid, by the Company relating to the negotiation, preparation or execution of the definitive agreements for any of the transactions described above, or any other documents or agreements contemplated thereby or the performance or consummation of the transactions contemplated thereby, including for payment of taxes due from any of the above transactions, penalties associated with withdrawing or distributing funds from foreign jurisdictions, or transaction related professional or regulatory fees such as but not limited to legal, investment bank and financial advisory fees.

Additional Compensation payments shall be capped in aggregate at $320,000; provided, however, that to the extent the completed transactions for Additional Compensation includes a transaction related to the Company's ownership in Batchfire Resources, the total aggregated cap shall be $500,000.

All Additional Compensation payments shall be paid to you in kind (cash for cash, equity for equity) within 15 days of each payment being received by the Company, in its U.S. or international bank accounts in a country or territory outside of China, as a result of a transaction as described in any of the transactions specified above; provided, that if there is any delay in the Company's ability to withdraw funds from the Company's international bank accounts, the Company may delay the payment of the Additional Compensation until the Company is able to withdraw such funds.

As determined in the sole discretion of the disinterested members of the Board, should an Additional Compensation payment, in and of itself, be deemed to create an immediate or impending insolvency of the Company, such that the Company would not be able to follow through with its business strategy as in effect at the time the Additional Compensation is earned, the Board may delay the Additional Compensation payment for up to 12 months. Notwithstanding this, should the Company's cash position at any time during the delay of an Additional Compensation payment improve such that payment of the Additional Compensation no longer presents an immediate or impending insolvency of the Company, as determined in the sole discretion of the Board, the Additional Compensation shall be paid promptly.

For the avoidance of doubt, the Company's obligation to pay principal and interest, or any other contractual payments, owed to the Debt holders, as may be the case from time to time, as well as the Company's tax payment obligations, shall be satisfied prior to any payment of Additional Compensation to you.

Incentive Award

From time to time, you may be eligible for additional incentive awards of nonstatutory stock options or restricted stock issued pursuant to the Plan or any other incentive compensation plan then in effect. The issuance of such awards will be determined by, and to be at the sole discretion of, the Board. Such Incentive Award amounts will be based on the achievements of you and the Company.

Vacation

During the term of your employment, you shall be entitled to annual paid vacation pursuant to the Company's vacation policy as in effect from time to time but not less than twenty days during each one-year period commencing on the Effective Date. The use of any vacation time not taken during the applicable one-year period will be subject to the Company's vacation policy.

Plans

The Company is not currently providing any additional benefits such as plans for health insurance, savings or retirement, however, should this change in the future you will be eligible for participation in such plans. The Company shall not be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such program or plan.

Indemnification Agreement

The Company has previously entered into an Indemnification Agreement with you dated August 13, 2008 and attached as Annex B. If not already so covered, the Company will cause you to be covered by its director and officer insurance policies as they are in effect from time to time for its executive officers.

Reimbursement of Business Expenses

You may from time to time during the term of your employment incur various business expenses customarily incurred by persons holding positions of like responsibility, including, without limitation, travel expenses incurred for the benefit of the Company. Subject to complying with the Company's policy regarding the reimbursement of such expenses as in effect from time to time during the term of your employment, which does not necessarily allow reimbursement of all such expenses, the Company shall reimburse you for such expenses from time to time, at your request, and you shall account to the Company for all such expenses. In addition, the Company shall reimburse you up to $150 per month for expenses associated with a cellular phone to the extent used for business of the Company. Subject to complying with the Company's policy regarding the reimbursement of expenses as in effect from time to time during the term of your employment and your accounting to the Company for such expenses, the Company shall provide such reimbursement on a monthly basis through the bi-weekly cash payments of Base Compensation.

Clawback Provisions

Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to you pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

Severance

Subject to the provisions of "Conditions to Payment" below, the Company shall provide you the following severance should your employment be terminated (i) by you for Good Reason (as defined below), (ii) by the Company Without Cause (as defined below) or (iii) by the Company for Cause within sixty days after a Change in Control (as defined below) which occurs while you are employed by the Company:

(a) The Company shall pay to you in a lump sum in cash, if not theretofore paid, your Base Compensation (as in effect on the date of termination) through the date of termination, and in the case of Additional Compensation previously deferred and earned by you, excluding any Additional Compensation delayed by the Board, as contemplated above under "Additional Compensation", all amounts of such compensation previously deferred and earned and not yet paid by the Company.

(b) The Company shall, promptly upon submission by you of supporting documentation, pay or reimburse to you any costs and expenses paid or incurred by you which would have been payable under the "Reimbursement of Business Expenses" provision hereof if your employment had not terminated.

(c) For the six month period after the termination date, you shall receive the Additional Compensation if and only if, prior to the termination date, the Company has executed a binding definitive agreement for a transaction as contemplated under Additional Compensation subject only to reasonable and customary closing conditions.

(d) All unvested Company stock options will be fully vested and thereafter, all such fully vested stock options will be exercisable by you until the earlier to occur of the expiration of the term of each stock option or one year after the date they become fully vested.

For the avoidance of doubt, if you terminate your employment without Good Reason or are terminated by the Company for Cause (other than as provided above in connection with a Change in Control), you shall only be entitled to the payments contemplated by paragraphs (a) and (b) above.

For purposes of this Agreement:

"Cause" means (i) the conviction (or plea of nolo contendere or equivalent plea) of you of a felony (which, through lapse of time or otherwise, is not subject to appeal), (ii) your having engaged in misconduct causing a violation by the Company of any state or federal laws which results in an injury to the business, condition (financial or otherwise), results of operations or prospects of the Company as determined in good faith by the Board or a committee thereof, (iii) your having engaged in a theft of corporate funds or corporate assets of the Company or in an act of fraud upon the Company, (iv) an act of personal dishonesty taken by you that was intended to result in your personal enrichment at the expense of the Company, (v) your refusal, without proper legal cause, to perform the duties and responsibilities of your position or any other breach by you of this Agreement, (vi) your engaging in activities which would constitute a breach of the policies, rules or regulations of the Company or (vii) you fail to adequately perform the scope of the duties and responsibilities assigned to you, as determined in good faith by the Board. If the Company desires to terminate you for Cause pursuant to the provisions of this definition, you will be given a written notice by the Board of the facts and circumstances providing the basis for termination for Cause, and you will have 30 days from the date of such notice to remedy, cure or rectify the situation giving rise to termination for Cause to the reasonable satisfaction of the Board (except in the event of termination for Cause pursuant to subparagraph (i) above as to which no cure period will be permitted).

"Change in Control" of the Company shall be deemed to have occurred if any of the events set forth in any one of the following paragraphs shall occur:

(a) any "person" (as defined in section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as such term is modified in sections 13(d) and 14(d) of the Exchange Act), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities, provided however, that excluded are the following: (1) the Company or any of its subsidiaries, (2) a trustee or any fiduciary holding securities under any Compensation Plan (as defined below), (3) an underwriter temporarily holding securities pursuant to an offering of such securities, and (4) a corporation owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company (for the purposes of this paragraph, "Compensation Plan" shall mean any compensation arrangement, plan, policy, practice or program established, maintained or sponsored by the Company or any subsidiary of the Company, for its employees generally or any specific group of employees, or to which the Company or any subsidiary of the Company contributes, and which includes, by way of example and not limitation, any incentive plan, bonus plan, 401(k) plan, pension plan, savings plan, equity or cash incentive plan, phantom stock plan, stock appreciation right plan, stock option plan, restricted stock award plan, retirement plan, deferred compensation plan, or supplemental benefit arrangement); or

(b) during any period of not more than two consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (i), (iii) or (iv) of this definition whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof;

(c) the consummation of a merger or consolidation of the Company with any other corporation or entity, other than (a) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holder of securities under a Compensation Plan, at least 50% of the combined voting power of the voting securities of the Company (or such surviving entity) outstanding immediately after such merger or consolidation, or (b) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person acquires more than 50% of the combined voting power of the Company's then outstanding securities; or

(d) an ownership change of more than 50% of the outstanding shares of the Company's common stock.

Notwithstanding the foregoing, no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which, in the judgment of the Compensation Committee of the Board, the holders of the Company's common stock, immediately prior to such transaction or series of transactions, continue to have the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately prior to such transaction or series of transactions. The Board may (i) deem any other corporate event affecting the Company (other than those described in clauses (a)-(d) of this definition) to be a "Change in Control," and (ii) may amend this definition of "Change in Control" in connection with an identical amendment being made to employment agreements entered into by the Company and all of its executive officers.

"Disability" means either (i) an illness or other disability that prevents you from discharging your responsibilities under this Agreement for a period of 180 consecutive calendar days, or an aggregate of 180 calendar days in any calendar year, during the term of your employment, all as determined in good faith by the Board (or a committee thereof) or (ii) you are receiving long-term disability benefits under any of the Company's plans, policies or programs. Notwithstanding anything to the contrary, in the event the Company temporarily replaces you, or transfers your duties or responsibilities to another individual on account of your inability to perform such duties due to a mental or physical incapacity which is, or is reasonably expected to become, a Disability, then your employment shall not be deemed terminated by the Company and you shall not be able to resign with Good Reason as a result thereof. Any question as to the existence of a Disability as to which you and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to you and the Company. If you and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of a Disability made in writing to the Company and you by such physician shall be final and conclusive for all purposes of this Agreement.

"Good Reason" means: (i) the assignment to you of any duties materially inconsistent in any respect with you duties or responsibilities as contemplated in this Agreement, provided that you specifically terminate your employment for Good Reason hereunder within 60 days from the date that you have actual notice of such assignment; (ii) requiring you to relocate to any office or location more than 50 miles outside of the Houston, Texas metropolitan area without your consent; (iii) any other action by the Company which results in a material diminishment in your position, authority, duties or responsibilities; *provided*, *that* that you specifically terminate your employment for Good Reason hereunder within 60 days from the date that you have actual notice of such diminishment; (iv) any material breach by the Company of any of the provisions of this Agreement, provided that you specifically terminate your employment for Good Reason hereunder within 60 days from the date that you have actual notice of such material breach; (v) a reduction, or attempted reduction, at any time during the term of your employment, of the Base Compensation. Notwithstanding the preceding provisions of this definition, if you desire to terminate your employment for Good Reason, you shall first give written notice of the facts and circumstances providing the basis for Good Reason to the Board, and allow the Company thirty (30) days from the date of such notice to remedy, cure or rectify the situation giving rise to Good Reason to your reasonable satisfaction.

"Without Cause" means a termination for any reason other than for Cause or Disability or on account of your death.

Continuation of Benefits

Subject to the Company reinstating a group health care plan and the provisions of "Conditions to Payment" below, during the twelve-month period commencing within 60 days of the date of a termination as described under "Severance" above, the Company shall pay an amount equal to the group health care premiums for you and/or your dependents and/or beneficiaries equal to those which would be required for continuation coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Such payments shall be paid by the Company according to a fixed schedule consisting of monthly installment payments. The foregoing payments by the Company shall not extend the applicable COBRA continuation period and the COBRA continuation period shall commence as required under COBRA on account of your termination of employment.

Benefits otherwise receivable by you pursuant to this section shall be reduced to the extent substantially similar benefits are actually received by or made available to you by any other employer during the same time period for which such benefits would be provided pursuant to this section at a cost to you that is commensurate with the cost incurred by you immediately prior to the date of termination; *provided*, *however*, that if you become employed by a new employer which maintains a medical plan that either (i) does not cover you or a family member or dependent with respect to a preexisting condition which was covered under the applicable Company medical plan, or (ii) does not cover you or a family member or dependent for a designated waiting period, your coverage under the applicable Company medical plan shall continue (but shall be limited in the event of non-coverage due to a preexisting condition, to such preexisting condition) until the earlier of the end of the applicable period of non-coverage under the new employer's plan or the six-month anniversary of the date of termination. You agree to report to the Company any coverage and benefits actually received by you or made available to you from such other employer(s). You shall be entitled to elect to change your level of coverage and/or your choice of coverage options (such as for you only or family medical coverage) with respect to the benefits to be provided by the Company to you to the same extent that active employees of the Company are permitted to make such changes; *provided*, *however*, that in the event of any such changes you shall pay the amount of any cost increase that would actually be paid by an active employees of the Company by reason of making the same change in his level of coverage or coverage options.

Conditions to Payment

Notwithstanding any of the above to the contrary, you will not be entitled to any of the payments provided in this Agreement under "Severance" or "Continuation of Benefits" if (i) you breach this Agreement including the provisions of Annex A or (ii) you fail to execute and return an effective release from liability and waiver of right to sue the Company or its affiliates in a form reasonably acceptable to the Company waiving all claims you may have against the Company, its affiliates, and their predecessors, successors, assigns, employees, officers and directors and such other parties and in such form as determined by the Company in its sole discretion within sixty (60) days after the date of termination of your employment (or such shorter period as may be required to be provided by law or as determined by the Company and provided in the release), and the release becoming effective. To the extent any amount payable under "Severance" or "Continuation of Benefits" is deferred compensation subject to Section 409A of Internal Revenue Code of 1986, as amended (the "Code"), if the period during which you have discretion to execute or revoke the general release of claims straddles two of your taxable years, then the Company shall make the severance payments starting in the second of such taxable years, regardless of which taxable year you actually deliver the executed general release of claims to the Company. You may not, directly or indirectly, designate the calendar year or timing of payments.

Specified Employee

If you are a "specified employee" as such term is defined under Section 409A of the Code, on the date of your termination of employment and if the benefits to be provided under this Agreement are subject to Section 409A of the Code and are payable on account of a termination of employment, payment in respect of such benefits shall not commence until the first business day that is six months after your termination date and shall otherwise be paid as provided in this Agreement.

At-Will Employment

You will be employed as an at-will-employee, which means that, except as set forth under "Severance" or "Continuation of Benefits" above, your employment may be terminated with no further obligation at any time, at the election of either you or the Company, for any reason or no reason, upon 60 days advance written notice.

Withholdings

The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling, and (b) all other employee deductions made with respect to the Company's employees generally.

Compliance with Company Policies

You agree to comply with all applicable policies, rules and regulations of the Company, including, but not limited to, the Company's Code of Business and Ethical Conduct and policies regarding compliance with the U.S. Foreign Corrupt Practices Act, each as in effect from time to time.

Restrictive Covenants

You acknowledge, understand and agree that as a condition to the Company's execution of this Agreement, you are bound by, and shall be obligated to comply with, the covenants set forth on Annex A to the letter regarding (i) Confidential Information, (ii) Disclosure of Information, Ideas, Concepts, Improvements, Discoveries and Inventions, (iii) Ownership of Information, Ideas, Concepts, Improvements, Discoveries and Inventions, and all Original Works of Authorship, (iv) Non-Disparagement and (v) Non-Competition; Non-Solicitation. It is further acknowledged, understood and agreed by that the covenants made by you as set forth on Annex A are essential elements of your employment and that, but for your agreement to comply with such covenants, the Company would not have hired you.

Internal Revenue Code Section 409A Compliance

(a) This Agreement is intended to comply with Section 409A of the Code to the extent any payment hereunder constitutes nonqualified deferred compensation under Section 409A of the Code.

(b) The Company shall undertake to administer, interpret, and construe this Agreement in a manner that does not result in the imposition on you of any additional tax, penalty, or interest under Section 409A of the Code and to comply with Code Section 409A to the extent applicable.

(c) If the Company determines in good faith that any provision of this Agreement would cause you to incur an additional tax, penalty, or interest under Section 409A of the Code, the Board (or its delegate) and you shall use reasonable efforts to reform such provision, if possible, in a mutually agreeable fashion to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code or causing the imposition of such additional tax, penalty, or interest under Section 409A of the Code.

(d) The preceding provisions, however, shall not be construed as a guarantee by the Company of any particular tax effect to you under this Agreement. The Company shall not be liable to you for any payment made under this Agreement that is determined to result in an additional tax, penalty, or interest under Section 409A of the Code, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A of the Code.

(e) With respect to any reimbursement of expenses, as specified under this Agreement, such reimbursement of expenses shall be subject to the following conditions: (1) the expenses eligible for reimbursement in one taxable year shall not affect the expenses eligible for reimbursement in any other taxable year; (2) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement shall not be subject to liquidation or exchange for another benefit.

(f) "Termination of employment," "resignation," or words of similar import, as used in this Agreement means, for purposes of any payments under this Agreement that are payments of nonqualified deferred compensation subject to Section 409A of the Code, your "separation from service" as defined in Section 409A of the Code.

Certain Payments by the Company

(a) In the event that you are deemed to have received an "excess parachute payment" (as defined in Section 280G(b) of the Code) which is subject to the excise taxes (the "Excise Taxes") imposed by Section 4999 of the Code in respect of any payment pursuant to this Agreement or any other agreement, plan, instrument or obligation of the Company or any of its affiliates, in whatever form, the Company shall make the Bonus Payment (defined below) to you notwithstanding any contrary provision in this Agreement or any other agreement, plan, instrument or obligation.

(b) The term "Bonus Payment" means a cash payment in an amount equal to the sum of (i) all Excise Taxes payable by you, plus (ii) all additional Excise Taxes and federal or state income taxes to the extent such taxes are imposed in respect of the Bonus Payment, such that you shall be in the same after-tax position and shall have received the same benefits that you would have received if the Excise Taxes had not been imposed. For purposes of calculating any income taxes attributable to the Bonus Payment, you shall be deemed for all purposes to be paying income taxes at the highest marginal federal income tax rate, taking into account any applicable surtaxes and other generally applicable taxes which have the effect of increasing the marginal federal income tax rate and, if applicable, at the highest marginal state income tax rate, to which the Bonus Payment and you are subject.

(c) You agree to reasonably cooperate with the Company to minimize the amount of the excess parachute payments, including, without limitation, assisting the Company in establishing that some or all of the payments received by you that are "contingent on a change," as described in Section 280G(b)(2)(A)(i) of the Code, are reasonable compensation for personal services actually rendered by you before the date of such change or to be rendered by you on or after the date of such change. Notwithstanding the foregoing, you shall not be required to take any action which your attorney or tax advisor advises you in writing (i) is improper or (ii) exposes you to personal liability. You may require the Company deliver to you an indemnification agreement in form and substance reasonably satisfactory to you as a condition to taking any action required by this section; provided that such agreement is exempt from the requirements of Code Section 409A.

(d) The Company shall make any payment required to be made under this section in a cash lump sum within 30 days after the date on you receive or are deemed to have received any such excess parachute payment. Notwithstanding the foregoing, in no event will any Bonus Payment be paid later than the end of your taxable year next following your taxable year in which you remit the taxes to which such Bonus Payment relates.

(e) In the event that there is any change to the Code which results in the recodification of Section 280G or Section 4999 of the Code, or in the event that either such section of the Code is amended, replaced or supplemented by other provisions of the Code of similar import ("Successor Provisions"), then this Agreement shall be applied and enforced with respect to such new Code provisions in a manner consistent with the intent of the parties as expressed herein, which is to assure that you are in the same after-tax position and have received the same benefits that you would have been in and received if any taxes imposed by Section 4999 (or any Successor Provisions) had not been imposed.

(f) All determinations required to be made under this section including, without limitation, whether and when a Bonus Payment is required, and the amount of such Bonus Payment and the assumptions to be utilized in arriving at such determinations, unless otherwise expressly set forth in this Agreement, shall be made within 30 days from the termination date of this Agreement by the independent tax consultant(s) selected by the Company and reasonably acceptable to you (the "Tax Consultant"). The Tax Consultant must be a qualified tax attorney or certified public accountant. All fees and expenses of the Tax Consultant shall be paid in full by the Company. Any Excise Taxes as determined pursuant to this section shall be paid by the Company to the Internal Revenue Service or any other appropriate taxing authority on your behalf within five (5) business days after receipt of the Tax Consultant's final determination by the Company and you.

(g) If the Tax Consultant determines that there is substantial authority (within the meaning of Section 6662 of the Code) that no Excise Taxes are payable by you, the Tax Consultant shall furnish you with a written opinion that failure to disclose or report the Excise Taxes on your federal income tax return will not constitute a substantial understatement of tax or be reasonably likely to result in the imposition of a negligence or any other penalty.

(h) The Company shall indemnify and hold you harmless, on an after-tax basis, from any costs, expenses, penalties, fines, interest or other liabilities ("Losses") incurred by you with respect to the exercise by the Company of any of its rights under this section, including, without limitation, any Losses related to the Company's decision to contest a claim of any imputed income to you or if the determination in this section is incorrect. The Company shall pay all fees and expenses incurred under this section and shall promptly reimburse you for the reasonable expenses incurred by you in connection with any actions taken by the Company or required to be taken by you hereunder within 30 days after you provide reasonable documentation of such expenses. Notwithstanding the foregoing, expenses incurred by you, including without limitation, attorneys' fees, due to a tax audit or litigation in connection with any excise tax (including penalties and interest or other excise taxes thereon) under Code Section 4999 or Code Section 280G shall be reimbursed by the Company no later than the end of your tax year following the tax year in which such taxes that are subject to the audit or litigation are remitted to the taxing authority, or where as a result of such audit or litigation no taxes are remitted, by the end of your tax year following the tax year in which the audit is completed or there is a final non-appealable settlement or other resolution of the litigation. Your right to payment or reimbursement pursuant to this section shall not be subject to liquidation or exchange for any other benefit.

(i) Furthermore, with respect to any payments that are taxable and includable in income to be paid under this section and to the extent such payments are not for the Bonus Payment or due to tax audit or litigation expenses described in the preceding paragraph then such payments shall only be payable if such expenses are incurred during the 15 year period commencing on the date of termination of this Agreement; amounts payable in one calendar year will not affect amounts payable in another calendar year; in no event will any payment be paid later than the end of your taxable year following your taxable year in which the expenses were incurred; and such payments cannot be substituted for any other benefits or subject to liquidation.

(j) In addition, if you are a specified employee and the Bonus Payment is deferred compensation subject to the six month delay requirements of Code Section 409A, to avoid the imposition of a an excise tax under Code Section 409A, the Bonus Payment will not be paid until after the date of the first business day occurring after the date that is six months after the date of termination of this Agreement.

Defense of Claims

You agree that, during the term of this Agreement and for a period of two (2) years after the date of termination, upon request from the Company, you will reasonably cooperate with the Company and its affiliates in the defense of any claims or actions that may be made by or against the Company or any of its affiliates that affect your prior areas of responsibility, except if your reasonable interests are adverse to the Company or its affiliates in such claim or action. To the extent travel is required to comply with the requirements of this covenant, the Company shall, to the extent possible, provide you with notice at least 15 business days prior to the date on which such travel would be required. The Company agrees to promptly pay or reimburse you upon demand for all of your reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply, with your obligations under this section.

Choice of Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

Arbitration

(a) If any dispute or controversy arises between you and the Company relating to (1) this Agreement in any way or arising out of the parties' respective rights or obligations under this Agreement or (2) your employment or the termination of such employment, then either party may submit the dispute or controversy to arbitration under the then-current Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA"). Any arbitration hereunder shall be conducted before a panel of three arbitrators unless the parties mutually agree that the arbitration shall be conducted before a single arbitrator. The arbitrators shall be selected (from lists provided by the AAA) through mutual agreement of the parties, if possible. If the parties fail to reach agreement upon appointment of arbitrators within twenty (20) days following receipt by one party of the other party's notice of desire to arbitrate, then within five (5) days following the end of such 20-day period, each party shall select one arbitrator who, in turn, shall within five (5) days jointly select the third arbitrator to comprise the arbitration panel hereunder. The site for any arbitration hereunder shall be in Harris County, Texas, unless otherwise mutually agreed by the parties, and the parties hereby waive any objection that the forum is inconvenient.

(b) The party submitting any matter to arbitration shall do so in accordance with the Rules. Notice to the other party shall state the question or questions to be submitted for decision or award by arbitration. Notwithstanding anything herein to the contrary, you shall be entitled to seek specific performance of your right to be paid during the pendency of any dispute or controversy arising under this Agreement. In order to prevent irreparable harm, the arbitrator may grant temporary or permanent injunctive or other equitable relief for the protection of property rights.

(c) The arbitrator shall set the date, time and place for each hearing, and shall give the parties advance written notice in accordance with the Rules. Any party may be represented by counsel or other authorized representative at any hearing. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 et. seq. (or its successor). The arbitrator shall apply the substantive law and the law of remedies, if applicable) of the State of Texas to the claims asserted to the extent that the arbitrator determines that federal law is not controlling.

(d) Any award of an arbitrator shall be final and binding upon the parties to such arbitration, and each party shall immediately make such changes in its conduct or provide such monetary payment or other relief as such award requires. The parties agree that the award of the arbitrator shall be final and binding and shall be subject only to the judicial review permitted by the Federal Arbitration Act.

(e) The parties hereto agree that the arbitration award may he entered with any court having jurisdiction and the award may then be enforced as between the parties, without further evidentiary proceedings, the same as if entered by the court at the conclusion of a judicial proceeding in which no appeal was taken. You and the Company hereby agree that a judgment upon any award rendered by an arbitrator may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(f) Each party shall pay any monetary amount required by the arbitrator's award, and the fees, costs and expenses for its own counsel, witnesses and exhibits, unless otherwise determined by the arbitrator in the award. The compensation and costs and expenses assessed by the arbitrator(s) and the AAA shall be split evenly between the parties unless otherwise determined by the arbitrator in the award. If court proceedings to stay litigation or compel arbitration are necessary, the party who opposes such proceedings to stay litigation or compel arbitration, if such party is unsuccessful, shall pay all associated costs, expenses, and attorney's fees which are reasonably incurred by the other party as determined by the arbitrator.

Entire Agreement; No Oral Amendments

This Agreement, together with any document, policy, rule or regulation referred to herein, replaces all previous agreements and discussions relating to the same or similar subject matter between you and the Company and constitutes the entire agreement between you and the Company with respect to the subject matter of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation or agreement made by any executive, officer, or representative of the Company or by any written agreement unless signed by an officer of the Company who is expressly authorized by the Company to execute such document.

[*Signature Page Follows*]

Please feel free to contact me if you have any questions.

Sincerely yours,

Synthesis Energy Systems, Inc.

/s/ Lorenzo Lamadrid
Lorenzo Lamadrid
Chairman of the Board of Directors

I hereby accept these terms of employment.

/s/ Robert Rigdon	February 8, 2019
Robert Rigdon	Date

ANNEX A

COVENANTS AS TO CONFIDENTIALITY, DISCLOSURE AND OWNERSHIP OF INFORMATION, NON-DISPARAGEMENT, NON-COMPETITION AND NON-SOLICITATION

Confidential Information

In connection with your position as President and Chief Executive Officer, the Company will from time to time provide you with Confidential Information, as defined below, so that you may perform the duties and responsibilities of your position. You acknowledge, understand and agree that all such Confidential Information, whether developed by you or others employed by or in any way associated with you or the Company, is the exclusive and confidential property of the Company and shall be regarded, treated and protected as such in accordance with this Agreement. You acknowledge that all such Confidential Information is in the nature of a trade secret. Failure to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein.

"Confidential Information" means information, which is used in the business of the Company and (i) is proprietary to, about or created by the Company, (ii) gives the Company some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Company, (iii) is designated as Confidential Information by the Company, is known by you to be considered confidential by the Company, or from all the relevant circumstances should reasonably be assumed by you to be confidential and proprietary to the Company, or (iv) is not generally known by non-Company personnel. Confidential Information excludes, however, any information that is lawfully in the public domain or has been publicly disclosed by the Company. Such Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

(a) Information related to all proprietary information developed, licensed or otherwise acquired by the Company;

(b) Internal personnel and financial information of the Company, vendor information (including vendor characteristics, services, prices, lists and agreements), purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the business of the Company;

(c) Information regarding proposed projects, joint ventures or other similar business activities;

(d) Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes, and future plans and potential strategies (including, without limitation, all information relating to any acquisition prospect and the identity of any key contact within the organization of any acquisition prospect) of the Company which have been or are being discussed;

(e) Names and contact information for customers, suppliers and their representatives, contracts (including their contents and parties), customer services, and the type, quantity, specifications and content of products and services purchased, leased, licensed or received by customers or suppliers of the Company;

(f) Confidential and proprietary information provided to the Company by any actual or potential customer, supplier, government agency or other third party (including businesses, consultants and other entities and individuals); and

(g) Work product resulting from or related to the research or development of the proprietary information of the Company.

You further agree that you shall not make any statement or disclosure to third parties that (i) would be prohibited by applicable Federal or state laws, or (ii) is intended or reasonably likely to be detrimental to the Company or any of its subsidiaries or affiliates.

As a consequence of the Company providing you with its Confidential Information, you shall occupy a position of trust and confidence with respect to the affairs and business of the Company. In view of the foregoing and of the consideration to be provided to you, you agree that it is reasonable and necessary that you make each of the following covenants:

(a) During your employment and thereafter, you shall not disclose Confidential Information to any person or entity, either inside or outside of the Company, other than as necessary in carrying out your duties and responsibilities to the Company, without first obtaining the Company's prior written consent (unless such disclosure is compelled pursuant to court orders or subpoena, at which time you shall give prior written notice of such proceedings to the Company).

(b) During your employment and thereafter, you shall not use, copy or transfer Confidential Information other than as necessary in carrying out your duties and responsibilities, without first obtaining the Company's prior written consent.

(c) On the termination of your employment, you shall promptly deliver to the Company (or its designee) all written materials, records and documents made by you or which came into your possession during your employment concerning the business or affairs of the Company, including, without limitation, all materials containing Confidential Information.

Disclosure of Information, Ideas, Concepts, Improvements, Discoveries and Inventions

As part of your fiduciary duties to the Company and its affiliates, you agree that during your employment by the Company, you shall promptly disclose in writing to the Company all information, ideas, concepts, improvements, discoveries and inventions, whether patentable or not, and whether or not reduced to practice, which are conceived, developed, made or acquired by you, either individually or jointly with others, and which relate to the business, products or services of the Company or its affiliates, irrespective of whether you used the Company's time or facilities and irrespective of whether such information, idea, concept, improvement, discovery or invention was conceived, developed, discovered or acquired by you on the job, at home, or elsewhere. This obligation extends to all types of information, ideas and concepts.

Ownership of Information, Ideas, Concepts, Improvements, Discoveries and Inventions, and all Original Works of Authorship

All information, ideas, concepts, improvements, discoveries and inventions, whether patentable or not, which are conceived, made, developed or acquired by you or which are disclosed or made known to you, individually or in conjunction with others, during your employment and which relate to the business, products or services of the Company (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing and trading terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customers' organizations, marketing and merchandising techniques, and prospective names and service marks) are and shall be the sole and exclusive property of the Company. Furthermore, all drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, maps and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries and inventions are and shall be the sole and exclusive property of the Company.

In particular, you hereby specifically sell, assign, transfer and convey to the Company all of your worldwide right, title and interest in and to all such information, ideas, concepts, improvements, discoveries or inventions, and any United States or foreign applications for patents, inventor's certificates or other industrial rights which may be filed in respect thereof, including divisions, continuations, continuations-in-part, reissues and/or extensions thereof, and applications for registration of such names and service marks. You shall assist the Company at all times, during your employment and thereafter, in the protection of such information, ideas, concepts, improvements, discoveries or inventions, in the United States and all foreign countries, which assistance shall include, but shall not be limited to, the execution of all lawful oaths and all assignment documents requested by the Company or its nominee in connection with the preparation, prosecution, issuance or enforcement of any applications for United States or foreign patents, including divisions, continuations, continuations in part, reissues and/or extensions thereof, and any application for the registration of such names and service marks.

In the event you create, during your employment, any original work of authorship fixed in any tangible medium of expression which is the subject matter of copyright (such as, videotapes, written presentations on acquisitions, computer programs, drawings, maps, architectural renditions, models, manuals, brochures or the like) relating to the Company's business, products or services, whether such work is created solely by you or jointly with others, the Company shall be deemed the author of such work if the work is prepared by you in the scope of your employment; or, if the work is not prepared by you within the scope of your employment but is specially ordered by the Company as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation or as an instructional text, then the work shall be considered to be work made for hire, and the Company shall be the author of such work. If such work is neither prepared by you within the scope of your employment nor a work specially ordered and deemed to be a work made for hire, then you hereby agree to sell, transfer, assign and convey, and by these presents, do sell, transfer, assign and convey, to the Company all of your worldwide right, title and interest in and to such work and all rights of copyright therein. You agree to assist the Company and its affiliates, at all times, during your employment and thereafter, in the protection of the Company's worldwide right, title and interest in and to such work and all rights of copyright therein, which assistance shall include, but shall not be limited to, the execution of all documents requested by the Company or its nominee and the execution of all lawful oaths and applications for registration of copyright in the United States and foreign countries.

Non-Disparagement

During the term of your employment and thereafter, you shall not defame or disparage the Company, its affiliates and their officers, directors, members or executives. You agree to cooperate with the Company in refuting any defamatory or disparaging remarks by any third party made in respect of the Company or its affiliates or their directors, members, officers or executives. The Company further agrees not to defame or disparage you and agrees to cooperate with you in refuting any defamatory or disparaging remarks by any third party made with respect to your employment with the Company.

Non-Competition; Non-Solicitation

During your employment and for the six month period following the date of termination of your employment, you shall not, acting alone or in conjunction with others, directly or indirectly, in any area in which you have worked for the Company, invest or engage, directly or indirectly, in any Competing Business (as defined below) or accept employment with or render services to such a Competing Business as a director, officer, agent, executive or consultant or in any other capacity without prior written consent from the Board. Notwithstanding the above, you may serve as an officer, director, agent, employee or consultant to a Competing Business whose business is diversified and which is, as to the part of its business to which you are providing services, not a Competing Business; provided, that prior to accepting employment or providing services to such a Competing Business, you and the Competing Business will provide written assurances satisfactory to the Company that you will not render services directly or indirectly for a six month period to any portion of the Competing Business which competes directly or indirectly with the Company.

For purposes of this Agreement, "Competing Business" means any individual, business, firm, company, partnership, joint venture, organization, or other entity that is engaged in the actual business of the Company and/or its affiliates as disclosed in its public filings with the Securities and Exchange Commission.

You agree that for six months following the date of termination of your employment, you shall not directly or indirectly, (i) hire or attempt to hire any employee of the Company, or induce, entice, encourage or solicit any employee of the Company to leave his or her employment, or (ii) contact, communicate with or solicit any distributor, customer or acquisition or business prospect or business opportunity of the Company for the purpose of causing them to terminate, alter or amend their business relationship with the Company.

You hereby specifically acknowledge and agree that:

(a) The Company has expended substantial time, money and effort in developing its business;

(b) You will, in the course of your employment, be personally entrusted with and exposed to Confidential Information;

(c) The Company, during your employment and thereafter, may become engaged in a highly competitive business in which many firms compete;

(d) The temporal and other restrictions contained in this "Non-Competition; Non-Solicitation" provision are in all respects reasonable and necessary to protect the business goodwill, trade secrets, prospects and other reasonable business interests of the Company; and

(e) The enforcement of this "Non-Competition; Non-Solicitation" provision will neither deprive the public of needed goods or services nor otherwise be injurious to the public.

The parties hereto further agree that if a court of competent jurisdiction determines that the length of time or any other restriction, or portion thereof, set forth in this "Non-Competition; Non-Solicitation" provision is overly restrictive and unenforceable, the court shall reduce or modify such restrictions to those which it deems reasonable and enforceable under the circumstances, and as so reduced or modified, the parties hereto agree that the restrictions of this "Non-Competition; Non-Solicitation" provision shall remain in full force and effect. The parties hereto further agree that if a court of competent jurisdiction determines that any provision of this "Non-Competition; Non-Solicitation" provision is invalid or against public policy, the remainder of this "Non-Competition; Non-Solicitation" provision shall not be affected thereby, and shall remain in full force and effect.