

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2022

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-5507



Tellurian Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

06-0842255

(I.R.S. Employer Identification No.)

1201 Louisiana Street, Suite 3100, Houston, TX

77002

(Address of principal executive offices)

(Zip Code)

(832) 962-4000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common stock, par value \$0.01 per share	TELL	NYSE American LLC
8.25% Senior Notes due 2028	TELZ	NYSE American LLC

Securities registered pursuant to Section 12(g) of the Act:None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of April 25, 2022, there were 568,227,494 shares of common stock, \$0.01 par value, issued and outstanding.

Tellurian Inc.

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Cautionary Information About Forward-Looking Statements

The information in this report includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements, other than statements of historical facts, that address activity, events, or developments with respect to our financial condition, results of operations, or economic performance that we expect, believe or anticipate will or may occur in the future, or that address plans and objectives of management for future operations, are forward-looking statements. The words “anticipate,” “assume,” “believe,” “budget,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “forecast,” “initial,” “intend,” “likely,” “may,” “plan,” “possible,” “potential,” “predict,” “project,” “proposed,” “should,” “will,” “would” and similar terms, phrases, and expressions are intended to identify forward-looking statements. These forward-looking statements relate to, among other things:

- our businesses and prospects and our overall strategy;
- planned or estimated costs or capital expenditures;
- availability of liquidity and capital resources;
- our ability to obtain financing as needed and the terms of financing transactions, including for the Driftwood Project;
- revenues and expenses;
- progress in developing our projects and the timing of that progress;
- future values of the Company’s projects or other interests, operations or rights; and
- government regulations, including our ability to obtain, and the timing of, necessary governmental permits and approvals.

Our forward-looking statements are based on assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions, expected future developments and other factors that we believe are appropriate under the circumstances. These statements are subject to a number of known and unknown risks and uncertainties, which may cause our actual results and performance to be materially different from any future results or performance expressed or implied by the forward-looking statements. Factors that could cause actual results and performance to differ materially from any future results or performance expressed or implied by the forward-looking statements include, but are not limited to, the following:

- the uncertain nature of demand for and price of natural gas and LNG;
 - risks related to shortages of LNG vessels worldwide;
 - technological innovation which may render our anticipated competitive advantage obsolete;
 - risks related to a terrorist or military incident involving an LNG carrier;
 - changes in legislation and regulations relating to the LNG industry, including environmental laws and regulations that impose significant compliance costs and liabilities;
 - governmental interventions in the LNG industry, including increases in barriers to international trade;
 - uncertainties regarding our ability to maintain sufficient liquidity and attract sufficient capital resources to implement our projects;
 - our limited operating history;
 - our ability to attract and retain key personnel;
 - risks related to doing business in, and having counterparties in, foreign countries;
 - our reliance on the skill and expertise of third-party service providers;
 - the ability of our vendors, customers and other counterparties to meet their contractual obligations;
 - risks and uncertainties inherent in management estimates of future operating results and cash flows;
 - our ability to maintain compliance with our debt arrangements;
 - changes in competitive factors, including the development or expansion of LNG, pipeline and other projects that are competitive with ours;
 - development risks, operational hazards and regulatory approvals;
-

- our ability to enter into and consummate planned financing and other transactions;
- risks related to pandemics or disease outbreaks;
- risks of potential impairment charges and reductions in our reserves; and
- risks and uncertainties associated with litigation matters.

The forward-looking statements in this report speak as of the date hereof. Although we may from time to time voluntarily update our prior forward-looking statements, we disclaim any commitment to do so except as required by securities laws.

DEFINITIONS

To the extent applicable, and as used in this quarterly report, the terms listed below have the following meanings:

Bcf Billion cubic feet of natural gas

DD&A Depreciation, depletion and amortization

DFC Deferred financing costs

EPC Engineering, procurement and construction

FID Final investment decision as it pertains to the Driftwood Project

GAAP Generally accepted accounting principles in the U.S.

LNG Liquefied natural gas

LSTK Lump sum turnkey

Mtpa Million tonnes per annum

NYSE American NYSE American LLC

Phase 1 Plants one and two of the Driftwood terminal

Train An industrial facility comprised of a series of refrigerant compressor loops used to cool natural gas into LNG

U.S. United States

USACE U.S. Army Corps of Engineers

PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts, unaudited)

	March 31, 2022	December 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 295,728	\$ 305,496
Accounts receivable	14,666	9,270
Prepaid expenses and other current assets	25,387	12,952
Total current assets	335,781	327,718
Property, plant and equipment, net	351,132	150,545
Deferred engineering costs	—	110,025
Other non-current assets	45,293	33,518
Total assets	\$ 732,206	\$ 621,806
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 7,802	\$ 2,852
Accrued and other liabilities	76,536	85,946
Borrowings	—	—
Total current liabilities	84,338	88,798
Long-term liabilities:		
Borrowings	54,891	53,687
Other non-current liabilities	68,322	61,020
Total long-term liabilities	123,213	114,707
Stockholders' equity:		
Preferred stock, \$0.01 par value, 100,000,000 authorized: 6,123,782 and 6,123,782 shares outstanding, respectively	61	61
Common stock, \$0.01 par value, 800,000,000 authorized: 545,890,311 and 500,453,575 shares outstanding, respectively	5,229	4,774
Additional paid-in capital	1,517,031	1,344,526
Accumulated deficit	(997,666)	(931,060)
Total stockholders' equity	524,655	418,301
Total liabilities and stockholders' equity	\$ 732,206	\$ 621,806

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts, unaudited)

	Three Months Ended March 31,	
	2022	2021
Revenues:		
Natural gas sales	\$ 25,989	\$ 8,706
LNG sales	120,951	—
Total revenue	146,940	8,706
Operating costs and expenses:		
Cost of sales	135,827	2,406
Development expenses	17,665	8,141
Depreciation, depletion and amortization	4,021	2,652
General and administrative expenses	32,325	15,111
Total operating costs and expenses	189,838	28,310
Loss from operations	(42,898)	(19,604)
Interest expense, net	(2,280)	(5,892)
Gain on extinguishment of debt, net	—	1,574
Other expense, net	(21,428)	(3,063)
Loss before income taxes	(66,606)	(26,985)
Income tax	—	—
Net loss	\$ (66,606)	\$ (26,985)
Net loss per common share ⁽¹⁾ :		
Basic and diluted	\$ (0.14)	\$ (0.08)
Weighted-average shares outstanding:		
Basic and diluted	491,337	356,676

(1) The numerator for both basic and diluted loss per share is net loss. The denominator for both basic and diluted loss per share is the weighted-average shares outstanding during the period.

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands, unaudited)

	Three Months Ended March 31,	
	2022	2021
Total shareholders' equity, beginning balance	\$ 418,301	\$ 109,090
Preferred stock	61	61
Common stock:		
Beginning balance	4,774	3,309
Common stock issuances	454	387
Share-based compensation, net	1	23
Warrant exercises	—	60
Ending balance	5,229	3,779
Additional paid-in capital:		
Beginning balance	1,344,526	922,042
Common stock issuances	171,204	88,776
Share-based compensation, net	906	2,656
Share-based payments	395	—
Warrant exercises	—	8,117
Warrant cancellation	—	(218)
Ending balance	1,517,031	1,021,373
Accumulated deficit:		
Beginning balance	(931,060)	(816,322)
Net loss	(66,606)	(26,985)
Ending balance	(997,666)	(843,307)
Total shareholders' equity, ending balance	\$ 524,655	\$ 181,906

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, unaudited)

	Three Months Ended March 31,	
	2022	2021
Cash flows from operating activities:		
Net loss	\$ (66,606)	\$ (26,985)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation, depletion and amortization	4,021	2,652
Amortization of debt issuance costs, discounts and fees	61	3,061
Share-based compensation	906	1,571
Share-based payments	396	—
Interest elected to be paid-in-kind	—	508
Unrealized loss on financial instruments not designated as hedges	20,262	1,080
Net gain on extinguishment of debt	—	(1,574)
Other	231	(80)
Net changes in working capital (Note 15)	<u>(41,850)</u>	<u>9,292</u>
Net cash used in operating activities	<u>(82,579)</u>	<u>(10,475)</u>
Cash flows from investing activities:		
Development of natural gas properties	(25,305)	(1,130)
Payment of LNG construction costs	(24,500)	—
Land purchases and land improvements	(19,064)	(270)
Investment in unconsolidated entity	(6,089)	—
Net cash used in investing activities	<u>(74,958)</u>	<u>(1,400)</u>
Cash flows from financing activities:		
Proceeds from common stock issuances	176,974	91,929
Equity issuance costs	(5,316)	(2,766)
Borrowing proceeds	1,178	—
Borrowing issuance costs	(35)	—
Borrowing principal repayments	—	(102,725)
Tax payments for net share settlement of equity awards (Note 15)	—	(2,305)
Proceeds from warrant exercises	—	8,177
Other	(32)	(1)
Net cash provided by (used in) financing activities	<u>172,769</u>	<u>(7,691)</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	15,232	(19,566)
Cash, cash equivalents and restricted cash, beginning of period	<u>307,274</u>	<u>81,738</u>
Cash, cash equivalents and restricted cash, end of period	<u>\$ 322,506</u>	<u>\$ 62,172</u>
Supplementary disclosure of cash flow information:		
Interest paid	\$ 1,057	\$ 2,116

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 1 — GENERAL

The terms “we,” “our,” “us,” “Tellurian” and the “Company” as used in this report refer collectively to Tellurian Inc. and its subsidiaries unless the context suggests otherwise. These terms are used for convenience only and are not intended as a precise description of any separate legal entity associated with Tellurian Inc.

Nature of Operations

Tellurian is developing and plans to own and operate a portfolio of natural gas, LNG marketing, and infrastructure assets that includes an LNG terminal facility (the “Driftwood terminal”), an associated pipeline (the “Driftwood pipeline”), other related pipelines, and upstream natural gas assets. The Driftwood terminal and the Driftwood pipeline are collectively referred to as the “Driftwood Project.”

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with GAAP for interim financial information and with Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements and should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2021.

Certain reclassifications have been made to conform prior period information to the current presentation. The reclassifications did not have a material effect on our consolidated financial position, results of operations or cash flows.

To conform with GAAP, we make estimates and assumptions that affect the amounts reported in our Condensed Consolidated Financial Statements and the accompanying notes. Although these estimates and assumptions are based on our best available knowledge at the time, actual results may differ.

Liquidity

Our Condensed Consolidated Financial Statements have been prepared in accordance with GAAP, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business as well as the Company’s ability to continue as a going concern. As of the date of the Condensed Consolidated Financial Statements, we have generated losses and negative cash flows from operations, and have an accumulated deficit. We have not yet established an ongoing source of revenues that is sufficient to cover our future operating costs and obligations as they become due during the twelve months following the issuance of the Condensed Consolidated Financial Statements.

The Company has sufficient cash on hand and available liquidity to satisfy its obligations and fund its working capital needs for at least twelve months following the date of issuance of the Condensed Consolidated Financial Statements. The Company has the ability to generate additional proceeds from various other potential financing transactions. We are currently focused on the financing and construction of the Driftwood terminal.

NOTE 2 — PREPAID EXPENSES AND OTHER CURRENT ASSETS

The components of prepaid expenses and other current assets consist of the following (in thousands):

	March 31, 2022	December 31, 2021
Prepaid expenses	\$ 413	\$ 605
Deposits	21,897	3,589
Restricted cash	3,000	—
Derivative asset, net current	—	8,693
Other current assets	77	65
Total prepaid expenses and other current assets	<u>\$ 25,387</u>	<u>\$ 12,952</u>

Deposits

Margin deposits posted with a third-party financial institution related to our financial instrument contracts were approximately \$0.2 million and \$2.1 million as of March 31, 2022 and December 31, 2021, respectively.

Restricted Cash

Restricted cash as of March 31, 2022, represents funds held in escrow under the terms of an agreement to purchase land for the Driftwood Project.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 3 — PROPERTY, PLANT AND EQUIPMENT

The components of property, plant and equipment consist of the following (in thousands):

	March 31, 2022	December 31, 2021
Upstream natural gas assets		
Proved properties	\$ 117,336	\$ 96,297
Wells in progress	25,497	17,653
Accumulated DD&A	(52,539)	(48,638)
Total upstream natural gas assets, net	90,294	65,312
Driftwood Project		
Land and land improvements	50,950	25,222
Driftwood terminal construction in progress	148,930	—
Finance lease assets, net of accumulated DD&A	57,589	57,883
Buildings and other assets, net of accumulated DD&A	363	371
Total Driftwood Project, net	257,832	83,476
Fixed assets and other		
Leasehold improvements and other assets	4,443	3,104
Accumulated DD&A	(1,437)	(1,347)
Total fixed assets and other, net	3,006	1,757
Total property, plant and equipment, net	<hr/> <hr/> \$ 351,132	<hr/> <hr/> \$ 150,545

Land

We own land in Louisiana intended for the construction of the Driftwood Project. During the three months ended March 31, 2022, we acquired land essential for the construction of the Driftwood Project at a total cost of \$19.0 million, inclusive of capitalized land purchase options of approximately \$5.5 million.

Driftwood Terminal Construction in Progress

During the year ended December 31, 2021, the Company initiated certain owner construction activities necessary to proceed under our LSTK EPC agreement with Bechtel Energy Inc., formerly known as Bechtel Oil, Gas and Chemicals, Inc. (“Bechtel”), for Phase 1 of the Driftwood terminal dated as of November 10, 2017 (the “Phase 1 EPC Agreement”). On March 24, 2022, the Company issued a limited notice to proceed to Bechtel under the Phase 1 EPC Agreement to commence construction of Phase 1 of the Driftwood terminal on April 4, 2022. As the Company commenced construction activities, Deferred engineering costs and Permitting Costs of approximately \$110.0 million and \$13.4 million, respectively, were transferred to construction in progress as of March 31, 2022. The Company capitalizes all directly identifiable project costs as construction in progress until the constructed assets are placed in service.

NOTE 4 — DEFERRED ENGINEERING COSTS

Deferred engineering costs related to the planned construction of the Driftwood terminal were transferred to construction in progress upon issuing the limited notice to proceed to Bechtel in March 2022. See Note 3, *Property, Plant and Equipment*, for further information.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 5 — OTHER NON-CURRENT ASSETS

Other non-current assets consist of the following (in thousands):

	March 31, 2022	December 31, 2021
Land lease and purchase options	\$ 799	\$ 6,368
Permitting costs	—	13,408
Right of use asset — operating leases	13,437	10,166
Restricted cash	23,778	1,778
Investment in unconsolidated entity	6,089	—
Other	1,190	1,798
Total other non-current assets	\$ 45,293	\$ 33,518

Land Lease and Purchase Options

We hold lease and purchase option agreements (the “Options”) for certain tracts of land and associated river frontage. Upon exercise of the Options, the leases are subject to maximum terms of 50 years (inclusive of various renewals, at the option of the Company). Costs of the Options will be amortized over the life of the lease once obtained, or capitalized into the cost of land if purchased. During the three months ended March 31, 2022, we capitalized land purchase options of approximately \$5.5 million related to purchases for the Driftwood Project. Land purchase options held by the Company as of March 31, 2022 are related to the Driftwood pipeline.

Permitting Costs

Permitting costs primarily represented the purchase of wetland credits in connection with our permit application to the USACE in 2017 and 2018. These wetland credits were transferred to construction in progress upon issuing the limited notice to proceed in March 2022 to Bechtel. See Note 3, *Property, Plant and Equipment*, for further information. These wetland credits will be applied to our permit in accordance with the Clean Water Act and the Rivers and Harbors Act, which require us to mitigate the potential impact to Louisiana wetlands that might be caused by the construction of the Driftwood Project.

Restricted Cash

Restricted cash as of March 31, 2022 and December 31, 2021, represents cash collateralization of a letter of credit associated with a finance lease.

Investment in unconsolidated entity

On February 24, 2022, the Company purchased 1.5 million ordinary shares of an unaffiliated entity engaged in renewable energy services for a total cost of approximately \$6.1 million. This investment does not provide the Company with a controlling financial interest in or significant influence over the operating or financial decisions of the unaffiliated entity. The Company’s investment was recorded at cost.

NOTE 6 — FINANCIAL INSTRUMENTS

Natural Gas Financial Instruments

During the fourth quarter of 2021, we entered into natural gas financial instruments to economically hedge the commodity price exposure of a portion of our natural gas production. The Company’s open positions as of March 31, 2022, had notional volumes of 9.2 Bcf, with maturities extending through March 2023.

LNG Financial Futures

During the three months ended December 31, 2021, we entered into LNG financial future contracts to reduce our exposure to commodity price fluctuations, and to achieve more predictable cash flows relative to two LNG cargos that we were committed to purchase from and sell to unrelated third-party LNG merchants in the normal course of business in January and April 2022. As of March 31, 2022, there were no open LNG financial futures positions.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

The following table summarizes the effect of the Company's financial instruments on the Condensed Consolidated Statements of Operations (in thousands):

	Three Months Ended March 31,	
	2022	2021
Natural gas financial instruments:		
Realized (loss) gain	\$ (715)	\$ 426
Unrealized loss	15,101	1,080
LNG financial futures:		
Realized gain	3,532	—
Unrealized loss	5,161	—

The following table presents the classification of the Company's financial derivative assets and liabilities that are required to be measured at fair value on a recurring basis on the Company's Condensed Consolidated Balance Sheets (in thousands):

	March 31, 2022	December 31, 2021
Current assets:		
LNG financial futures	—	\$ 8,693
Current liabilities:		
Natural gas financial instruments	\$ 15,101	—

The Company's natural gas and LNG financial instruments are valued using quoted prices in active exchange markets as of the balance sheet date and are classified as Level 1 within the fair value hierarchy.

NOTE 7 — ACCRUED AND OTHER LIABILITIES

The components of accrued and other liabilities consist of the following (in thousands):

	March 31, 2022	December 31, 2021
Upstream accrued liabilities	\$ 32,535	\$ 26,421
Payroll and compensation	14,525	50,243
Accrued taxes	498	991
Driftwood Project development activities	5,163	435
Lease liabilities	2,499	2,279
Current derivative liability	15,101	—
Accounts payable due to related parties	175	—
Other	6,040	5,577
Total accrued and other liabilities	\$ 76,536	\$ 85,946

Accounts payable due to related parties

The Company entered into a one-year independent contractor agreement with Mr. Martin Houston, who serves as Vice Chairman and Director of the Company's Board of Directors, effective January 1, 2022. Pursuant to the terms and conditions of this agreement, the Company will pay Mr. Houston a monthly fee of \$50.0 thousand plus approved expenses. As of March 31, 2022, a balance of approximately \$175.0 thousand was owed to Mr. Houston for contractor service fees and expenses.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 8 — BORROWINGS

The following tables summarize the Company's borrowings as of March 31, 2022, and December 31, 2021 (in thousands):

	March 31, 2022		
	Principal repayment obligation	Unamortized debt issuance costs and discounts	Carrying value
Senior Notes due 2028	\$ 57,678	\$ (2,787)	\$ 54,891
Total borrowings	<u><u>\$ 57,678</u></u>	<u><u>\$ (2,787)</u></u>	<u><u>\$ 54,891</u></u>

	December 31, 2021		
	Principal repayment obligation	Unamortized debt issuance costs and discounts	Carrying value
Senior Notes due 2028	\$ 56,500	\$ (2,813)	\$ 53,687
Total borrowings	<u><u>\$ 56,500</u></u>	<u><u>\$ (2,813)</u></u>	<u><u>\$ 53,687</u></u>

Senior Notes due 2028

On November 10, 2021, we sold in a registered public offering \$50.0 million aggregate principal amount of 8.25% Senior Notes due November 30, 2028 (the "Senior Notes"). Net proceeds from the Senior Notes were approximately \$47.5 million after deducting fees. The underwriter was granted an option to purchase up to an additional \$7.5 million of the Senior Notes within 30 days. On December 7, 2021, the underwriter exercised the option and purchased an additional \$6.5 million of the Senior Notes resulting in net proceeds of approximately \$6.2 million after deducting fees. The Senior Notes have quarterly interest payments due on January 31, April 30, July 31, and October 31 of each year and on the maturity date.

At-the-Market Debt Offering Program

On December 17, 2021, we entered into an at-the-market debt offering program under which the Company may offer and sell from time to time on the NYSE American up to an aggregate principal amount of \$200.0 million of additional Senior Notes. For the three months ended March 31, 2022, we sold approximately \$1.2 million aggregate principal amount of additional Senior Notes for total proceeds of approximately \$1.1 million after fees and commissions under our at-the-market debt offering program. See Note 16, *Subsequent Events*, for further information.

Extinction of the 2019 Term Loan

On May 23, 2019, Driftwood Holdings LP, a wholly owned subsidiary of the Company, entered into a senior secured term loan agreement (the "2019 Term Loan") to borrow an aggregate principal amount of \$60.0 million. On March 12, 2021 (the "Extinction Date"), we finalized a voluntary repayment of the remaining outstanding principal balance of the 2019 Term Loan. A total of approximately \$43.7 million was repaid to the lender during the first quarter of 2021 to satisfy the outstanding borrowing obligation. The extinction of the 2019 Term Loan resulted in an approximately \$2.1 million gain, which was recognized within Gain on extinguishment of debt, net, on our Condensed Consolidated Statements of Operations.

As a result of repaying the outstanding balance prior to its contractual maturity, an approximately \$4.4 million in unamortized DFC and discount were included in the computation of the gain from the extinction of the 2019 Term Loan as of March 31, 2021.

The holder of the 2019 Term Loan held approximately 3.5 million unvested warrants that had a fair value of approximately \$6.3 million as of the Extinction Date. Due to the extinction of the 2019 Term Loan, all the unvested warrants were contractually terminated (the "Terminated Warrants"), and their respective fair value was included in the computation of the gain on extinction of the 2019 Term Loan. The fair value of the Terminated Warrants was determined using a Black-Scholes option pricing model.

2018 Term Loan

On September 28, 2018, Tellurian Production Holdings LLC, a wholly owned subsidiary of Tellurian Inc., entered into a three-year senior secured term loan credit agreement (the "2018 Term Loan") in an aggregate principal amount of \$60.0 million. On February 18, 2021, we voluntarily repaid approximately \$43.0 million of the 2018 Term Loan outstanding principal balance. As a result of this voluntary repayment, we recognized an approximately \$0.5 million loss, which was netted

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

against the gain on extinguishment of the 2019 Term Loan, and presented within Gain on extinguishment of debt, net, on our Condensed Consolidated Statements of Operations on this partial extinguishment due to the pro-rata recognition of the unamortized DFC and discount associated with the 2018 Term Loan.

Covenant Compliance

As of March 31, 2022, the Company was in compliance with all covenants under the indenture governing the Senior Notes.

Trade Finance Credit Line

On July 19, 2021, we entered into an uncommitted trade finance credit line for up to \$0.0 million that is intended to finance the purchase of LNG cargos for ultimate resale in the normal course of business. On December 7, 2021, the uncommitted trade finance credit line was amended and increased to \$150.0 million. As of March 31, 2022, no amounts were drawn under this credit line.

NOTE 9 — COMMITMENTS AND CONTINGENCIES

On January 26, 2022, our wholly owned subsidiary Tellurian Trading UK Ltd entered into an agreement to cancel three LNG cargos that the Company was committed to purchase in April, July and October 2022 under a master LNG sale and purchase agreement (“LNG SPA”) we entered into in April 2019 with an unrelated third-party LNG merchant. The Company will be required to pay a cancellation fee of approximately \$1.0 million for all three LNG cargos. The Company does not have any further commitments or obligations under this LNG SPA.

NOTE 10 — STOCKHOLDERS’ EQUITY

At-the-Market Equity Offering Programs

We maintain multiple at-the-market equity offering programs pursuant to which we may sell shares of our common stock from time to time on the NYSE American. During the three months ended March 31, 2022, we issued 45.4 million shares of our common stock under our at-the-market equity offering programs for net proceeds of approximately \$171.7 million. As of March 31, 2022, we had remaining availability under such at-the-market programs to raise aggregate gross sales proceeds of up to approximately \$255.8 million. See Note 16, *Subsequent Events*, for further information.

Common Stock Purchase Warrants

2019 Term Loan

During the first quarter of 2021, the lender of the 2019 Term Loan exercised warrants to purchase approximately 6.0 million shares of our common stock for total proceeds of approximately \$8.2 million. As discussed in Note 8, *Borrowings*, the 2019 Term Loan has been repaid in full and the lender no longer holds any warrants.

Preferred Stock

In March 2018, we entered into a preferred stock purchase agreement with BDC Oil and Gas Holdings, LLC (“Bechtel Holdings”), a Delaware limited liability company and an affiliate of Bechtel, pursuant to which we sold to Bechtel Holdings approximately 6.1 million shares of our Series C convertible preferred stock (the “Preferred Stock”).

The holders of the Preferred Stock do not have dividend rights but do have a liquidation preference over holders of our common stock. The holders of the Preferred Stock may convert all or any portion of their shares into shares of our common stock on a one-for-one basis. At any time after “Substantial Completion” of “Project 1,” each as defined in and pursuant to the Phase 1 EPC Agreement, or at any time after March 21, 2028, we have the right to cause all of the Preferred Stock to be converted into shares of our common stock on a one-for-one basis. The Preferred Stock has been excluded from the computation of diluted loss per share because including it in the computation would have been antidilutive for the periods presented.

NOTE 11 — SHARE-BASED COMPENSATION

We have granted restricted stock and restricted stock units (collectively, “Restricted Stock”), as well as unrestricted stock and stock options, to employees, directors and outside consultants (collectively, the “grantees”) under the Tellurian Inc. 2016 Omnibus Incentive Compensation Plan, as amended (the “2016 Plan”), and the Amended and Restated Tellurian Investments Inc. 2016 Omnibus Incentive Plan (the “Legacy Plan”). The maximum number of shares of Tellurian common stock authorized for issuance under the 2016 Plan is 40 million shares of common stock, and no further awards can be granted under the Legacy Plan.

Upon the vesting of restricted stock, shares of common stock will be released to the grantee. Upon the vesting of restricted stock units, the units will be converted into either cash, stock, or a combination thereof. As of March 31, 2022, there was no Restricted Stock that would be required to be settled in cash.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

As of March 31, 2022, we had approximately 31.0 million shares of performance-based Restricted Stock outstanding, of which approximately 19.2 million shares will vest entirely at FID, as defined in the award agreements, and approximately 11.2 million shares will vest in one-third increments at FID and the first and second anniversaries of FID. The remaining shares of performance-based Restricted Stock, totaling approximately 0.6 million shares, will vest based on other criteria. As of March 31, 2022, no expense had been recognized in connection with performance-based Restricted Stock.

For the three months ended March 31, 2022, the recognized share-based compensation expenses related to all share-based awards totaled approximately \$0.9 million. As of March 31, 2022, unrecognized compensation expenses, based on the grant date fair value, for all share-based awards totaled approximately \$201.3 million. Further, the approximately 31.0 million shares of performance-based Restricted Stock, as well as approximately 11.1 million stock options outstanding, have been excluded from the computation of diluted loss per share because including them in the computation would have been antidilutive for the periods presented.

NOTE 12 — INCENTIVE COMPENSATION PROGRAM

On November 18, 2021, the Company's Board of Directors approved the adoption of the Tellurian Incentive Compensation Program (the "Incentive Compensation Program" or "ICP"). The ICP allows the Company to award short-term and long-term performance and service-based incentive compensation to full-time employees of the Company. ICP awards may be earned with respect to each calendar year and are determined based on guidelines established by the Compensation Committee of the Board of Directors, as administrator of the ICP.

Long-term incentive awards

Long-term incentive ("LTI") awards under the ICP were granted in January 2022 in the form of "tracking units," at the discretion of the Company's Board of Directors (the "2021 LTI Award"). Each such tracking unit has a value equal to one share of Tellurian common stock and entitles the grantee to receive, upon vesting, a cash payment equal to the closing price of our common stock on the trading day prior to the vesting date. These tracking units will vest in three equal tranches at grant date, and the first and second anniversaries of the grant date. Non-vested tracking unit awards as of March 31, 2022 and awards granted during the period were as follows:

	Number of Tracking Units (in thousands)	Price per Tracking Unit
Balance at January 1, 2022	—	—
Granted	19,309	\$ 3.09
Vested	(6,436)	3.38
Forfeited	(76)	2.70
Unvested balance at March 31, 2022	<u>12,797</u>	<u>\$ 5.30</u>

We recognize compensation expense for awards with graded vesting schedules over the requisite service periods for each separately vesting portion of the award as if each award was in substance multiple awards. Compensation expense for the first tranche of the 2021 LTI Award that vested at the grant date was recognized over the performance period when it was probable that the performance condition was achieved. Compensation expense for the second and third tranches of the 2021 LTI Award is recognized on a straight-line basis over the requisite service period. Compensation expense for unvested tracking units is subsequently adjusted each reporting period to reflect the estimated payout levels based on changes in the Company's stock price and actual forfeitures. For the three months ended March 31, 2022, we recognized approximately \$12.7 million in compensation expense for the second and third tranches of the 2021 LTI Award.

NOTE 13 — INCOME TAXES

Due to our cumulative loss position, historical net operating losses ("NOLs"), and other available evidence related to our ability to generate taxable income, we have recorded a full valuation allowance against our net deferred tax assets as of March 31, 2022 and December 31, 2021. Accordingly, we have not recorded a provision for federal, state or foreign income taxes during the three months ended March 31, 2022.

We experienced ownership changes as defined by Internal Revenue Code ("IRC") Section 382 in 2017, and an analysis of the annual limitation on the utilization of our NOLs was performed at that time. It was determined that IRC Section 382 will not limit the use of our NOLs over the carryover period. We will continue to monitor trading activity in our shares that may cause an additional ownership change, which may ultimately affect our ability to fully utilize our existing NOL carryforwards.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 14 — LEASES

Our land leases are classified as finance leases and include one or more options to extend the lease term for up to 40 years, as well as to terminate the lease within five years, at our sole discretion. We are reasonably certain that those options will be exercised, and that our termination rights will not be exercised, and we have, therefore, included those assumptions within our right of use assets and corresponding lease liabilities. Our office space leases are classified as operating leases and include one or more options to extend the lease term up to 10 years, at our sole discretion. As we are not reasonably certain that those options will be exercised, none are recognized as part of our right of use assets and lease liabilities. As none of our leases provide an implicit rate, we have determined our own discount rate.

The following table shows the classification and location of our right-of-use assets and lease liabilities on our Consolidated Balance Sheets (in thousands):

Leases	Consolidated Balance Sheets Classification	March 31, 2022	December 31, 2021
Right of use asset			
Operating	Other non-current assets	\$ 13,437	\$ 10,166
Finance	Property, plant and equipment, net	57,589	57,883
Total leased assets		<u>\$ 71,026</u>	<u>\$ 68,049</u>
Liabilities			
Current			
Operating	Accrued and other liabilities	\$ 2,365	\$ 2,147
Finance	Accrued and other liabilities	134	132
Non-Current			
Operating	Other non-current liabilities	12,553	9,563
Finance	Other non-current liabilities	50,068	50,103
Total leased liabilities		<u>\$ 65,120</u>	<u>\$ 61,945</u>

Lease costs recognized in our Consolidated Statements of Operations is summarized as follows (in thousands):

	Three months ended	
	2022	2021
Lease Costs		
Operating lease cost	\$ 685	\$ 724
Finance lease cost		
Amortization of lease assets	294	100
Interest on lease liabilities	994	456
Finance lease cost	1,288	556
Total lease cost	<u>\$ 1,973</u>	<u>\$ 1,280</u>

Other information about lease amounts recognized in our Consolidated Financial Statements is as follows:

	March 31, 2022
Lease term and discount rate	
Weighted average remaining lease term (years)	
Operating lease	5.2
Finance lease	49.2
Weighted average discount rate	
Operating lease	6.1 %
Finance lease	9.4 %

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

The following table includes other quantitative information for our operating and finance leases (in thousands):

	Three months ended March 31,	
	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 743	\$ 724
Operating cash flows from finance leases	\$ —	\$ —
Financing cash flows from finance leases	\$ —	\$ —

The table below presents a maturity analysis of our lease liability on an undiscounted basis and reconciles those amounts to the present value of the lease liability as of March 31, 2022 (in thousands):

	Operating	Finance
2022	\$ 2,350	\$ 3,083
2023	3,316	4,111
2024	3,359	4,111
2025	3,401	4,111
2026	3,423	4,111
After 2026	1,633	182,222
Total lease payments	\$ 17,482	\$ 201,749
Less: discount	2,564	151,547
Present value of lease liability	<u>\$ 14,918</u>	<u>\$ 50,202</u>

NOTE 15 — ADDITIONAL CASH FLOW INFORMATION

The following table provides information regarding the net changes in working capital (in thousands):

	Three Months Ended March 31,	
	2022	2021
Accounts receivable	\$ (5,396)	\$ 916
Prepaid expenses and other current assets ¹	(14,595)	5
Accounts payable	4,950	1,674
Accounts payable due to related parties	175	(460)
Accrued liabilities ¹	(27,810)	7,669
Other, net	826	(512)
Net changes in working capital	<u>\$ (41,850)</u>	<u>\$ 9,292</u>

¹ Excludes changes in the Company's derivative assets and liabilities.

The following table provides supplemental disclosure of cash flow information (in thousands):

	Three Months Ended March 31,	
	2022	2021
Non-cash accruals of property, plant and equipment and other non-current assets	\$ 10,931	(356)
Non-cash settlement of withholding taxes associated with the 2019 bonus and vesting of certain awards	—	2,305
Non-cash settlement of the 2019 bonus	—	3,258

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Condensed Consolidated Balance Sheets that sum to the total of such amounts shown in the Condensed Consolidated Statements of Cash Flows (in thousands):

	Three Months Ended March 31,	
	2022	2021
Cash and cash equivalents	\$ 295,728	\$ 58,729
Current restricted cash	3,000	—
Non-current restricted cash	23,778	3,443
Total cash, cash equivalents and restricted cash shown in the statements of cash flows	\$ 322,506	\$ 62,172

NOTE 16 — SUBSEQUENT EVENTS

At-the-Market Programs

Subsequent to March 31, 2022, and through the date of this filing, we sold approximately 22.3 million shares of common stock for total proceeds of approximately \$128.1 million, net of approximately \$4.0 million in fees and commissions, under our at-the-market equity offering programs. We did not sell any Senior Notes under the at-the-market debt offering program. On April 7, 2022, the Company increased the maximum aggregate sales proceeds of one of our at-the-market equity offering programs from \$200.0 million to \$400.0 million. As of the date of this filing, we have remaining availability to raise aggregate gross sales proceeds of approximately \$22.6 million under our at-the-market debt and equity offering programs.

Tellurian Inc. and Subsidiaries
Management's Discussion and Analysis of Financial Condition and Results of Operations

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

The following discussion and analysis presents management's view of our business, financial condition and overall performance and should be read in conjunction with our Condensed Consolidated Financial Statements and the accompanying notes. This information is intended to provide investors with an understanding of our past development activities, current financial condition and outlook for the future organized as follows:

- Our Business
- Overview of Significant Events
- Liquidity and Capital Resources
- Capital Development Activities
- Results of Operations
- Recent Accounting Standards

Our Business

Tellurian Inc. ("Tellurian," "we," "us," "our," or the "Company"), a Delaware corporation, is a Houston-based company that is developing and plans to operate a portfolio of natural gas, LNG marketing, and infrastructure assets that includes an LNG terminal facility (the "Driftwood terminal"), an associated pipeline (the "Driftwood pipeline"), other related pipelines, and upstream natural gas assets (collectively referred to as the "Business"). The Driftwood terminal and the Driftwood pipeline are collectively referred to as the "Driftwood Project". Our existing natural gas assets consist of 13,521 net acres and interests in 82 producing wells located in the Haynesville Shale trend of northern Louisiana. Our Business may be developed in phases.

As part of our execution strategy, which includes increasing our asset base, we will consider various commercial arrangements with third parties across the natural gas value chain. We are also pursuing activities such as direct sales of LNG to global counterparties, trading of LNG, the acquisition of additional upstream acreage and drilling of new wells on our existing or newly acquired upstream acreage. We are currently focused on the financing and construction of the Driftwood terminal.

We continue to evaluate the scope and other aspects of our Business in light of the evolving economic environment, needs of potential counterparties and other factors. How we execute our Business will be based on a variety of factors, including the results of our continuing analysis, changing business conditions and market feedback.

Overview of Significant Events

Limited Notice to Proceed

On March 24, 2022 the Company issued a limited notice to proceed to Bechtel Energy Inc., formerly known as Bechtel Oil, Gas and Chemicals, Inc. ("Bechtel"), under our LSTK EPC agreement for Phase 1 of the Driftwood terminal dated as of November 10, 2017 (the "Phase 1 EPC Agreement").

Land purchases

In January 2022, the Company exercised and capitalized land options of approximately \$5.5 million to purchase land essential to the construction of the Driftwood Project for approximately \$12.0 million.

LNG Trading Activities

The Company does not have any further commitments or obligations to purchase LNG cargos under its existing master LNG sale and purchase agreement. Refer to Note 9, *Commitments and Contingencies*, for further information.

Tellurian Inc. and Subsidiaries
Management's Discussion and Analysis of Financial Condition and Results of Operations

Liquidity and Capital Resources

Capital Resources

We consider all highly liquid investments with an original maturity of three months or less to be cash equivalents. We are currently funding our operations, development activities and general working capital needs through our cash on hand. Our current capital resources consist of approximately \$295.7 million of cash and cash equivalents as of March 31, 2022. We currently maintain at-the-market debt and equity offering programs pursuant to which we sell our Senior Notes and common stock from time to time. As of the date of this filing, we have remaining availability to raise aggregate gross sales proceeds of approximately \$522.6 million under these programs.

As of March 31, 2022, we had total indebtedness of \$57.7 million, none of which is scheduled to be repaid within the next twelve months. We also had contractual obligations associated with our finance and operating leases totaling \$219.2 million, of which \$7.3 million is scheduled to be paid within the next twelve months.

The Company has sufficient cash on hand and available liquidity to satisfy its obligations and fund its working capital needs for at least twelve months following the date of issuance of the consolidated financial statements. The Company has the ability to generate additional proceeds from various other potential financing transactions. We are currently focused on the financing and construction of the Driftwood terminal.

Sources and Uses of Cash

The following table summarizes the sources and uses of our cash and cash equivalents and costs and expenses for the periods presented (in thousands):

	Three Months Ended March 31,	
	2022	2021
Cash used in operating activities	\$ (82,579)	\$ (10,475)
Cash used in investing activities	(74,958)	(1,400)
Cash provided by (used in) financing activities	<u>172,769</u>	<u>(7,691)</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	15,232	(19,566)
Cash, cash equivalents and restricted cash, beginning of the period	307,274	81,738
Cash, cash equivalents and restricted cash, end of the period	<u>\$ 322,506</u>	<u>\$ 62,172</u>
Net working capital	\$ 251,443	\$ 1,282

Cash used in operating activities for the three months ended March 31, 2022 increased by approximately \$72.1 million due to an overall increase in disbursements in the normal course of business.

Cash used in investing activities for the three months ended March 31, 2022 increased by approximately \$73.6 million compared to the same period in 2021 primarily related to increased natural gas development activities of \$25.3 million, land purchases and land improvements of \$19.1 million, the payment of LNG construction costs of \$24.5 million and an investment of \$6.1 million in an unconsolidated entity, as compared to the same period in 2021.

Cash provided by (used in) financing activities for the three months ended March 31, 2022 increased by approximately \$180.5 million compared to the same period in 2021. This increase is primarily due to approximately \$171.7 million in net proceeds from equity issuances as compared to \$89.2 million in the prior period as well as approximately \$102.7 million in principal repayments of our borrowings in the prior period.

Borrowings

As of March 31, 2022, we had total indebtedness of approximately \$57.7 million, and we were in compliance with the covenants under the indentures governing the Senior Notes. See Note 8, Borrowings, for further information.

Tellurian Inc. and Subsidiaries
Management's Discussion and Analysis of Financial Condition and Results of Operations

Capital Development Activities

The activities we have proposed will require significant amounts of capital and are subject to risks and delays in completion. We have received all regulatory approvals for the construction of Phase 1 of the Driftwood terminal and, as a result, our business success will depend to a significant extent upon our ability to obtain the funding necessary to construct assets on a commercially viable basis and to finance the costs of staffing, operating and expanding our company during that process. We initiated certain owner construction activities necessary to proceed under the Phase 1 EPC Agreement and increased our upstream development activities. In March 2022, we issued a limited notice to proceed to Bechtel under our Phase 1 EPC Agreement to commence the construction of Phase 1 of the Driftwood terminal.

We currently estimate the total cost of the Driftwood Project as well as related pipelines and upstream natural gas assets to be approximately \$25.0 billion, including owners' costs, transaction costs and contingencies but excluding interest costs incurred during construction and other financing costs. We have entered into four LSTK EPC agreements currently totaling \$15.5 billion, or \$561 per tonne, with Bechtel for construction of the Driftwood terminal. The proposed Driftwood terminal will have a liquefaction capacity of up to approximately 27.6 Mtpa and will be situated on approximately 1,200 acres in Calcasieu Parish, Louisiana. The proposed Driftwood terminal will include up to 20 liquefaction Trains, three full containment LNG storage tanks and three marine berths.

Our strategy involves acquiring additional natural gas properties, including properties in the Haynesville shale trend. We intend to pursue potential acquisitions of such assets, or public or private companies that own such assets. We would expect to use stock, cash on hand, or cash raised in financing transactions to complete an acquisition of this type.

We anticipate funding our more immediate liquidity requirements relative to the commencement of construction of the Driftwood terminal, natural gas development costs, and general and administrative expenses through the use of cash on hand, proceeds from operations, and proceeds from completed and future issuances of securities by us. Investments in the construction of the Driftwood terminal and natural gas development may be significant in 2022, but the size of those investments will depend on, among other things, commodity prices, Driftwood Project financing developments and other liquidity considerations, and our continuing analysis of strategic risks and opportunities. Consistent with our overall financing strategy, the Company has considered, and in some cases discussed with investors, various potential financing transactions, including issuances of debt, equity and equity-linked securities or similar transactions, to support its short- and medium-term capital requirements. The Company will continue to evaluate its cash needs and business outlook, and it may execute one or more transactions of this type in the future.

Tellurian Inc. and Subsidiaries
Management's Discussion and Analysis of Financial Condition and Results of Operations

Results of Operations

The following table summarizes revenue, costs and expenses for the periods presented (in thousands):

	Three Months Ended March 31,	
	2022	2021
Total revenue	\$ 146,940	\$ 8,706
Cost of sales	135,827	2,406
Development expenses	17,665	8,141
Depreciation, depletion and amortization	4,021	2,652
General and administrative expenses	32,325	15,111
Loss from operations	(42,898)	(19,604)
Interest expense, net	(2,280)	(5,892)
Gain on extinguishment of debt, net	—	1,574
Other expense, net	(21,428)	(3,063)
Income tax benefit	—	—
Net loss	\$ (66,606)	\$ (26,985)

Our consolidated Net loss was approximately \$66.6 million for the three months ended March 31, 2022, compared to a Net loss of approximately \$27.0 million during the same period in 2021. The increase in net loss of approximately \$39.6 million is primarily a result of the following:

- Increase of approximately \$138.2 million in Total revenue compared to the same period in 2021 attributable to a \$17.3 million increase in Natural gas sales revenues as a result of increased realized natural gas prices and production volumes and a \$121.0 million increase in LNG sales revenues from the sale of an LNG cargo in January 2022.
- Increase of approximately \$133.4 million in Cost of sales primarily attributable to the purchase of an LNG cargo in January 2022.
- Increase of approximately \$9.5 million in Development expenses primarily attributable to a \$5.1 million increase in compensation expenses and a \$4.4 million increase in professional services, engineering services and other development expenses associated with the Driftwood Project.
- Increase of approximately \$17.2 million in General and administrative expenses primarily attributable to a \$9.4 million increase in compensation expenses and a \$7.8 million increase in professional services and other expenses.
- Increase of approximately \$18.4 million in Other expense, net primarily attributable to a \$20.3 million Unrealized loss on financial instruments due to changes in the fair value of the Company's derivative instruments. The Unrealized loss on financial instruments was partially offset by a \$3.5 million realized gain on LNG financial futures settlements, which was partially offset by a \$0.7 million realized loss on natural gas financial instruments settlements, as compared to the same period in 2021.

Tellurian Inc. and Subsidiaries
Management's Discussion and Analysis of Financial Condition and Results of Operations

Recent Accounting Standards

We do not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on our Condensed Consolidated Financial Statements or related disclosures.

Critical Accounting Estimates

There were no changes made by management to the critical accounting policies in the three months ended March 31, 2022. Please refer to the Summary of Critical Accounting Estimates section within Management's Discussion and Analysis and Note 2 to the Consolidated Financial Statements of our Annual Report on Form 10-K for the year ended December 31, 2021 for a discussion of our critical accounting estimates and accounting policies.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We do not believe that we hold, or are party to, instruments that are subject to market risks that are material to our Business.

ITEM 4. CONTROLS AND PROCEDURES

As indicated in the certifications in Exhibits 31.1 and 31.2 to this report, our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of March 31, 2022. Based on that evaluation, these officers have concluded that our disclosure controls and procedures are effective in ensuring that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to them in a manner that allows for timely decisions regarding required disclosures and are effective in ensuring that such information is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. There were no changes during our last fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed in Part I, Item 1A, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Recent Sales of Unregistered Securities

None that occurred during the three months ended March 31, 2022.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None that occurred during the three months ended March 31, 2022.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Description
1.1	Amendment to Distribution Agreement, dated as of April 7, 2022, by and between Tellurian Inc. and T.R. Winston & Company, LLC (incorporated by reference to Exhibit 1.2 to the Company's Current Report on Form 8-K filed on April 7, 2022)
10.1†	Form of Omnibus Amendment to Outstanding Restricted Stock Agreement under Tellurian Inc. Amended and Restated 2016 Omnibus Incentive Compensation Plan, effective as of January 6, 2022 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on January 6, 2022)
10.2†	Form of Omnibus Amendment to Outstanding Restricted Stock Agreement under Tellurian Investments Inc. 2016 Omnibus Incentive Plan, effective as of January 6, 2022 (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on January 6, 2022)
10.3†	Tellurian Inc. Incentive Compensation Program, effective as of November 18, 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 6, 2022)
10.4†	Form Long Term Incentive Award Agreement under the Tellurian Inc. Incentive Compensation Program (U.S. Selected Senior Management) (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on January 6, 2022)
10.5†	Tellurian Inc. Executive Severance Plan, effective as of January 6, 2022 (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed on January 6, 2022)
10.6††*	Change Order CO-007, dated as of March 24, 2022, to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Driftwood LNG Phase 1 Liquefaction Facility, dated as of November 10, 2017, by and between Driftwood LNG LLC and Bechtel Oil, Gas and Chemicals, Inc.
10.7††*	Change Order CO-008, dated as of March 30, 2022, to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Driftwood LNG Phase 1 Liquefaction Facility, dated as of November 10, 2017, by and between Driftwood LNG LLC and Bechtel Oil, Gas and Chemicals, Inc.
10.8*	Independent Contractor Agreement, dated as of March 30, 2022, by and between Tellurian Inc. and Martin Houston
31.1*	Certification by Chief Executive Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act
31.2*	Certification by Chief Financial Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act
32.1**	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, formatted in Inline XBRL

* Filed herewith.

** Furnished herewith.

† Management contract or compensatory plan or arrangement.

†† Portions of this exhibit have been omitted in accordance with Item 601(b)(2) or 601(b)(10) of Regulation S-K. The omitted information is not material and would likely cause competitive harm to the registrant if publicly disclosed. The registrant hereby agrees to furnish supplementally an unredacted copy of this exhibit to the Securities and Exchange Commission upon request.

SIGNATURES

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.

TELLURIAN INC.

Date: May 4, 2022 By: /s/ L. Kian Granmayeh
L. Kian Granmayeh
Chief Financial Officer
(as Principal Financial Officer)
Tellurian Inc.

Date: May 4, 2022 By: /s/ Khaled A. Sharafeldin
Khaled A. Sharafeldin
Chief Accounting Officer
(as Principal Accounting Officer)
Tellurian Inc.

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.
[**] INDICATES THAT INFORMATION HAS BEEN REDACTED.

LIMITED NOTICE TO PROCEED NO. 1

Date: __

Via Signed PDF and Overnight Courier

Bechtel Energy Inc.
3000 Post Oak Boulevard Houston, Texas 77056 Attention: [**]

Re: Limited Notice to Proceed

Pursuant to Section 5.2A of the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Phase 1 Liquefaction Facility, dated as of November 10, 2017 (the "Agreement"), by and between Driftwood LNG LLC ("Owner") and Bechtel Energy Inc. (f/k/a Bechtel Oil, Gas and Chemicals, Inc., "Contractor"), this letter shall serve as the Limited Notice to Proceed No. 1 ("LNTP No. 1") from Owner to Contractor authorizing Contractor to proceed with the LNTP Work described in the attached Change Order Number 007 (CO-007) and authorized by this LNTP pursuant to the terms and conditions of the Agreement.

For and on behalf of
DRIFTWOOD LNG LLC

By: __

[**]
[**]

By its signature hereto, the undersigned hereby acknowledges and accepts this Limited Notice to Proceed. For and on behalf of
BECHTEL ENERGY INC.

By: __

[**]
[**]

cc: Bechtel Energy Inc.
3000 Post Oak Boulevard Houston, Texas 77056 Attn: Manager of Legal

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For Authorized Parties Who Require the Information to do Bechtel Work

CHANGE ORDER

PROJECT NAME: Driftwood LNG Phase 1 **OWNER:** Driftwood

CHANGE ORDER NUMBER: CO-007

LNG LLC CONTRACTOR: Bechtel Energy Inc.

DATE OF CHANGE ORDER: __

DATE OF AGREEMENT: 10 November 2017

The Agreement between the Parties listed above is changed as follows:

Per Section 5.1 of the Phase 1 EPC Agreement, the Parties enter into this Change Order defining the LNTP No. 1 Work as detailed below:

I. OWNER RESPONSIBILITIES

Prior to commencement of the LNTP Work by Contractor, Owner shall comply with its relevant obligations defined in the Agreement, including Sections 4.2, 4.5, and 5.2A.

Contractor shall not be obligated to commence Work under this LNTP No. 1 until the following conditions have been met:

- 1) Owner has furnished to Contractor documentation which demonstrates that Owner has sufficient funds in an amount at least equal to [***] U.S. Dollars (U.S.\$[**]) to fulfill its payment obligations, including all cancellation costs associated with this LNTP No. 1 Work, in connection with Contractor's performance of the LNTP No. 1 Work, or that Owner has obtained financing from one or more Lenders to fulfill its payment obligations in connection with such LNTP No. 1 Work;
- 2) The Monthly Payment for Month 1 identified in Exhibit C has been received by Contractor in cleared funds;
- 3) Owner has obtained all Owner Permits that are necessary for performance of the LNTP No. 1 Work, or if Owner has not obtained all such Owner Permits at the commencement of LNTP No. 1 Work, by issuance of this LNTP No. 1, Owner commits to obtain any such remaining Owner Permits in such time so as to not delay the performance of such LNTP No. 1 Work; and
- 4) Owner shall be in compliance with its other obligations set forth in Article 4 as necessary for the performance of the LNTP No. 1 Work.

A. Scope Modifications

None with respect to Owner Responsibilities.

B. Agreement Terms Modifications

None.

C. Commercial Impacts

None.

II. LNTP No. 1 WORK SCHEDULE

Subject to Section I above, Contractor will:

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- (1) commence the LNTP No. 1 Work on April 4, 2022; and
- (2) use reasonable efforts to complete the LNTP No. 1 Work by March 31, 2023.

A. Agreement Schedule Modifications

None.

B. Agreement Terms Modifications

None.

C. Commercial Impacts

None.

III. SCOPE OF THE LNTP No. 1

A. LNTP No. 1 Site

Pursuant to Section 4.5 of the Agreement, Owner has provided to Contractor in Exhibit A to this CO-007 (i) the legal description of the Site for the LNTP No. 1 Work ("LNTP Site"); and (ii) a survey of the LNTP Site showing the boundaries of the LNTP Site and one survey control point. Contractor has received and reviewed the provided legal description and survey of the LNTP Site and determined that Owner has satisfied such obligation and that no project specific layout requirements or adjustments are required for Contractor to perform Contractor's LNTP No. 1 Work in accordance with the requirements of this CO-007. To the extent any existing above ground structures are shown in the survey, Contractor shall independently verify the locations of such existing structures.

B. LNTP No. 1 Site Access

For the purpose of the LNTP No. 1 Work and subject to the terms of the Agreement including Section 3.24, Owner shall, at LNTP No. 1 commencement as defined in Section II(1) above, provide Contractor with access to and care and custody of the LNTP Site, and such access shall be sufficient to permit Contractor to progress with construction on a continuous basis without material interruption or interference by others in accordance with Section 4.3A of the Agreement.

C. Scope of the LNTP No. 1 Work

The LNTP Work is defined in Exhibit B to this CO-007.

D. Agreement Terms Modifications

The Parties agree that Section 2.15(a) of Attachment 21 of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

- a) Provide expansion of (i) Burton Shipyard Road including all associated utilities, easements, etc. so as to provide access to the Site according to the indicative standard in Exhibit 21-1. Owner is responsible for the construction of Burton Shipyard Road from Highway 27 to approximately 3040 feet east of Global Drive intersection and (ii) Highway 27 including all associated utilities, easements, etc. so as to provide access to the Site according to the indicative standard in Exhibit 21-2.

180 Days after NTP or upon completion of Burton Shipyard Road, whichever is earlier, is considered as the "Road Improvement Period". During the Road Improvement Period, Owner will ensure that two (2) lanes of traffic remain open for Contractors use of the portion of Burton Shipyard Road from

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Highway 27 to approximately 3040 feet east of Global Drive intersection to provide access to the Site according to the indicative standard in Exhibit 21-1. Owner may elect to commence the expansion of Burton Shipyard Road as described above during the LNTP No. 1. During the LNTP No. 1 period, Owner will not be required to maintain two lanes of traffic open for Contractor's use. At the commencement of NTP, Owner will be required to restore two lanes for Contractor's use as specified in the "Road Improvement Period" above

E. Commercial Impacts

None.

IV. INSURANCE**A. LNTP No.1 Insurance Requirements**

From LNTP No. 1 commencement through completion of the LNTP No. 1 Work, Contractor shall maintain only those insurance coverages identified in Attachment 15 that are required for the LNTP Work subject to the following modifications:

- (1) Clause 1.A.4: Excess Liability with a limit of Thirty Million US Dollars (\$30M) per occurrence and in the aggregate;
- (2) Clause 1.A.9: Builder's Risk Insurance Sum Insured of One Hundred Fifty Million US Dollars (\$150M) including a Windstorm/Water Damage sublimit of Twenty Five Million US Dollars (\$25M);
- (3) Clause 1.A.10: Builder's Risk Delayed Startup Insurance will not be procured for this LNTP No. 1 Work;
- (4) Clause 1.A.11: Marine Cargo insurance for the replacement value of each shipment on a C.I.F basis plus Ten percent (10%) with a maximum limit of Twenty Five Million US Dollars (\$25M) per conveyance;
- (5) Clause 1.A.12: Marine Cargo Delayed Startup Insurance will not be procured for this LNTP No. 1 Work;
- (6) Clause 1.A.13: Marine General Liability with a minimum limit of Fifty Million US Dollars (\$50M) per occurrence and in the aggregate; and
- (7) Clause 1.A.14: Contractor's Pollution Liability with a limit of Ten Million US Dollars (\$10M) per occurrence and in the aggregate.

B. Agreement Terms Modifications

None, except as noted in Section IV.A above.

C. Commercial Impacts

None.

V. LNTP No. 1 PAYMENT SCHEDULE; TERMINATION

Subject to the terms of the Agreement (including Section 7.2(D)) as applicable for this LNTP No. 1, Owner shall pay Contractor the amounts specified in the table attached as Exhibit C no later than the fifth Business Day of the month in which the payment is due, except for the first payment which shall be paid before commencement of the LNTP Work as prescribed in Section I(2) herein.

Owner, in its sole discretion, may terminate the LNTP Work at any time after commencement of the LNTP Work,

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without cause, by providing at least thirty (30) Days' prior written notice to the Contractor. As consideration for the right to terminate the LNTP Work, Owner shall, upon the effective date of termination, pay to Contractor the lump- sum demobilization fee as specified in Exhibit C ("Demobilization Fee"), which shall be deemed to cover all costs and expenditures of Contractor in completely demobilizing Construction Equipment and Contractor Group personnel from the LNTP Site; provided, that, if the LNTP Work terminates before the end of any month, the Demobilization Fee for the period from the beginning of such month to the effective date of termination shall be prorated according to the proportion which such period bears to the full month in which such effectiveness or termination occurs. The Parties intend the Demobilization Fee to be liquidated damages constituting compensation, and not a penalty. The Parties acknowledge and agree that damages resulting from termination pursuant to this section would be impossible or very difficult to accurately estimate, and that the Demobilization Fee is a reasonable estimate of the anticipated or actual harm that may arise from such termination. Owner's payment of the Demobilization Fee is the Contractor's sole liability and entire obligation and the Contractor's exclusive remedy for any termination by Owner under this paragraph.

In the event Owner fails to issue the NTP in accordance with Section 5.2B by March 23, 2023 (as may be extended by mutual agreement by the Parties), then Contractor shall have the right to terminate the LNTP Work by providing written notice of termination to Owner, to be effective upon receipt by Owner. In the event of such termination, Contractor shall have the rights (and Owner shall make the Demobilization Fee payment) under the terms and conditions provided for in the foregoing paragraph.

If Owner terminates the Agreement for convenience prior to the issuance of NTP, or if Contractor terminates this Agreement pursuant to Section 16.7 of the Agreement, Owner will pay Contractor termination cost in accordance with the amounts identified in Exhibit C.

Contractor shall credit Owner for all amounts paid for the LNTP Work by deducting the amounts actually paid under this LNTP from the EPC Contract Price in accordance with the table attached as Exhibit D to this CO-007.

A. Agreement Payment Schedule Modifications

None.

B. Agreement Terms Modifications

None.

C. Commercial Impacts

Refer to Exhibit C

VI.**CONTRACT PRICE MODIFICATIONS****A. Scope Modifications**

None.

B. Agreement Terms Modifications

None.

C. Commercial Impacts**Adjustment to Contract Price**

The original Contract Price was USD

7,240,314,232 EUR 375,344,119

Net change by previously authorized Change Orders (# CO-006) USD

128,689,967 EUR 6,485,900

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The Contract Price prior to this Change Order wasUSD 7,369,004,199 EUR 381,830,019

The Contract Price will be ~~increased~~ ~~decreased~~ unchanged
by this Change Order in the amount ofUSD 0 EUR 0

The new Contract Price including this Change Order will beUSD 7,369,004,199 EUR 381,830,019

The Aggregate Provisional Sum prior to this Change Order was	USD	487,552,956	EUR	0
The Aggregate Provisional Sum will be increased by this Change Order in the amount of	USD	0	EUR	0
The new Aggregate Provisional Sum including this Change Order will be	USD	487,552,956	EUR	0

Adjustments to dates in Project Schedule:

The following dates are modified: N/A

Adjustment to other Changed Criteria: N/A Adjustment to Payment Schedule: Yes. See Exhibit A

Adjustment to Provisional Sums: N/A

Adjustment to Minimum Acceptance Criteria: N/A Adjustment to Performance Guarantees: N/A

Adjustment to Design Basis: N/A

Other adjustments to liability or obligation of Contractor or Owner under the Agreement: N/A

Select either A or B:

[A] This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and shall be deemed to compensate Contractor fully for such change. Initials: [***] Contractor [***] Owner

[B] _____ This Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: Contractor Owner

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

/s/ [***] /s/ [***]
Owner Contractor

[***] [***]
[***] [***]

Date of Signing Date of Signing

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CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. [***] INDICATES THAT INFORMATION HAS BEEN REDACTED.

CHANGE ORDER

PROJECT NAME: Driftwood LNG Phase 1

CHANGE ORDER NUMBER: CO-008

OWNER: Driftwood LNG LLC

DATE OF CHANGE ORDER: _____

CONTRACTOR: Bechtel Energy Inc.

DATE OF AGREEMENT: 10 November 2017

The Agreement between the Parties listed above is changed as follows:

Per Section 6.1B of the Phase 1 EPC Agreement, the Parties agree to modify the Agreement as detailed below:

I. EPC Agreement Term Limit

A. Scope Adjustments

None.

B. EPC Agreement Terms Modifications

The Parties agree that the below excerpt of Sections 16.2C.1 and 16.2C.2 of the Phase 1 EPC Agreement is modified (**blue** text are additions and **red** text are deletions) as follows:

“in respect loss of profit, Owner shall pay Contractor a lump sum amount in accordance with the following:

1. If this Agreement is terminated (a) prior to issuance of NTP and (b) prior to **May 1, 2022**~~January 1, 2018~~, One Million U.S. Dollars (U.S.\$ 1,000,000);
2. If this Agreement is terminated (a) prior to issuance of NTP and (b) after **May 1, 2022**~~January 1, 2018~~ and on or before **March 31, 2023**~~January 1, 2020~~, Two Million Five Hundred Thousand U.S. Dollars (U.S.\$2,500,000); and ...”

The Parties agree that the below excerpt of Section 16.7 of the Phase 1 EPC Agreement is modified (**blue** text are additions and **red** text are deletions) as follows:

“Termination in the Event of Delayed Notice to Proceed. In the event Owner fails to issue the NTP in accordance with Section 5.2B by March 31, 202**23** (as may be extended by mutual agreement by the Parties), then either Party shall have the right to terminate this Agreement by providing written notice of termination to the other Party, to be effective upon receipt by the other Party. In the event of such termination, Contractor shall have the rights (and Owner shall make the payments) provided for in Section 16.2, except that, in respect of loss of profit, Contractor shall only be entitled to a lump sum equal to U.S.\$5,000,000.”

C. Commercial Impacts

None.

II. COVID-19 Management

A. Scope Adjustments

None.

B. EPC Agreement Terms Modifications

See Exhibit F, incorporated herein by reference as if fully set forth at length.

C. Commercial Impacts

None

III. EXTENSION OF BID VALIDITY

A. Scope Adjustments

None

B. EPC Agreement Terms Modifications

The Parties agree that the below excerpts of Section 5.2C.1, 5.2C.1.a, 5.2C.1.b, and 5.2C.2 of the Phase 1 EPC Agreement are modified (blue text are additions and red text are deletions) as follows:

1. “In the event Owner fails to issue the NTP in accordance withSection 5.2B by May 1, 2022~~November 1, 2019~~, then Contractor shall be entitled to a Change Order as follows:

a. To adjust the Contract Price for impacts arising from the issuance of NTP after May 1, 2022~~December 31, 2017~~. Cost relief includes impacts caused by External Factors (defined below) after May 1, 2022~~December 31, 2017~~. External Factors include, for example, closing of vendor shops, unavailability of materials, labor unavailability, ability to attract and/or retain qualified labor, and Owner-directed changes (the “External Factors”), but specifically excluding impacts related to quantities, technology, equipment specifications, equipment count or Contractor errors or omissions (unless directly resulting from such External Factors). Cost relief includes escalation costs; and

b. For any demonstrated impacts to the Project Schedule caused by External Factors occurring after May 1, 2022~~December 31, 2017~~ and before NTP.

2. In the event Owner fails to issue the NTP in accordance withSection 5.2B by March 31, 2023~~March 31, 2022~~, then Contractor shall be entitled to a Change Order as follows...”

C. Commercial Impacts

The Parties agree that the Contract Price will be increased by **USD \$660,626,516** and **EUR 71,753,851** as compensation for all changes listed in this Section III.B of this CO-008 and as shown in Exhibit C to this CO-008.

IV. CHANGE IN LAW

A. Scope Adjustments

The Parties have identified items listed in Exhibit D as requiring further evaluation for adjustment to scope with respect to updating the Change in Law date from February 28, 2017 to December 2, 2021.

B. EPC Agreement Terms Modifications

The Parties agree that the below excerpt of Section 6.2A.1 of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

“Any Change in Law that adversely affects (i) Contractor’s costs of performance of the Work, (ii) Contractor’s ability to perform the Work in accordance with the Project Schedule or (iii) Contractor’s ability to perform any material obligation under this Agreement (provided that for any Change in Law regarding Taxes, any adjustment for Contractor pursuant to this Section 6.2 shall be permitted solely to the extent such Change in Law causes Contractor’s net aggregate Tax burden to increase benchmarked against Contractor’s net aggregate Tax burden as of December 2, 2021~~February 28, 2017~~, as determined by a reputable, independent auditor mutually agreed by the Parties and paid for by Contractor (or, absent such mutual agreement, as appointed by the Houston, Texas office of the AAA), such determination to be

made on a “with and without” basis and taking into account any decreases in Contractor’s aggregate Tax burden resulting from any other provision in the Law giving rise to the Change in Law.”

C. Commercial Impacts

The Parties have identified the items listed in Exhibit D as requiring further evaluation to determine potential impacts to the Changed Criteria resulting from updating the Change in Law date from February 28, 2017 to December 2, 2021. The full extent of potential impacts to the Changed Criteria with respect to Exhibit D are not known at this time and are not addressed in this CO-008. Notwithstanding anything to the contrary in the Agreement or this CO-008, the Parties agree that Contractor reserves its right to address fully all potential impacts to the Changed Criteria identified in Exhibit D in a subsequent Change Order.

V. INSURANCE

A. Scope Adjustments

None.

B. EPC Agreement Terms Modifications

The Parties agree that the below excerpt of Attachment 15, Section 1.A.9, of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

(c) Special Clauses: The insurance policy shall include (i) a seventy-two (72) hour flood/storm/earthquake clause, (ii) unintentional errors and omissions clause, (iii) a 50/50 clause, (iv) a requirement that the insurer pay losses within thirty (30) Days after receipt of an acceptable proof or loss or partial proof of loss, (v) an other insurance clause making this insurance primary over any other insurance, (vi) a clause stating that the policy shall not be subject to cancellation by the insurer except for non-payment of premium and (vii) an extension clause allowing the policy period to be extended up to six (6) months with respect to physical loss or damage without modification to the terms and conditions of the policy and (viii) ~~a pre-agreed upon~~ premium to be agreed upon at time of extension.

(d) Prohibited Exclusions: The insurance policy shall not contain any (i) coinsurance provisions, (ii) exclusion for loss or damage resulting from freezing and mechanical breakdown, (iii) exclusion for loss or damage covered under any guarantee or warranty arising out of an insured peril, (iv) exclusion for resultant damage caused by ordinary wear and tear, gradual deterioration, normal subsidence, settling, cracking, expansion or contraction and faulty workmanship, design or materials no more restrictive than the LEG ~~32/96 or DE-5~~ exclusion.

(e) Sum Insured: The insurance policy shall (i) be on a completed value form, with no periodic reporting requirements, (ii) upon NTP, insure the Phase 1 Liquefaction Facility in an amount no less than U.S.\$500,000,000, (iii) within ninety (90) Days after NTP, insure the Phase 1 Liquefaction Facility for an amount no less than an amount to be determined based upon a ~~probable~~ estimated maximum loss study for Phase 1 Liquefaction Facility performed by a reputable and experienced firm reasonably satisfactory to Contractor, Owner and Owner's Lenders, with such ~~maximum estimated maximum~~ probable loss approved by the Parties within such time; (iv) values losses at replacement cost, without deduction for physical depreciation or obsolescence including custom duties, Taxes and fees, (v) insure loss or damage from earth movement without a sub-limit, (vi) upon NTP, insure the Phase 1 Liquefaction Facility for property loss or damage from ~~Named~~ Windstorm or Water Damage in an amount no less than U.S.\$50,000,000, and (vii) within ninety (90) Days after NTP, increase the insurance to insure the Phase 1 Liquefaction Facility for property loss or damage from ~~Named~~ Windstorm and Water Damage with a sub-limit of not less than U.S.\$~~500~~250,000,000, and such sublimit shall apply to the combined loss covered under Section 1.A.9 Builder's Risk and Section 1.A.10 Builder's Risk Delayed Startup, and (viii) upon NTP, insure the Phase 1 Liquefaction Facility with a sub-limit not less than U.S.\$100,000,000 for loss or damage from strikes, riots and civil commotion.

(f) Deductible: The insurance policy covering the Phase 1 Liquefaction Facility (and upon notice to proceed under the Phase 2 EPC Agreement, covering the Liquefaction Facility) shall have no deductible greater than U.S.\$~~15~~,000,000 per occurrence; provided, however, (i) for Windstorms and Water Damage, the deductible shall not be greater than ~~two three~~ percent (3%) of values at risk for the Phase 1 Liquefaction Facility (and upon notice to proceed under subsequent EPC Agreements, not be greater than three percent (3%) of values at risk for the Liquefaction Facility), subject to a minimum deductible of U.S.\$1,000,000 and a maximum deductible of U.S.\$~~715~~,000,000 for Windstorms and Water Damage for the Phase 1 Liquefaction Facility (and upon notice to proceed under subsequent EPC Agreements, for the Liquefaction Facility) and (ii) for wet works, the deductible shall not be greater than

\$~~10~~2.500,000 for the Phase 1 Liquefaction Facility (and upon notice to proceed under subsequent EPC Agreements, for the Liquefaction Facility).

(g) Payment of Insurance Proceeds: The property damage proceeds under the builder's risk policy shall be primary to any potential payment under the Builder's Risk Delayed Startup Insurance (Attachment 15, Clause 1.A.10) and be paid as follows with respect to any one occurrence:..."

The Parties agree that the below excerpt of Attachment 15 Section 1.A.10 of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

"Such insurance shall (a) have a deductible of not greater than sixty (60) Days aggregate for all occurrences, except 90 days in the aggregate in the respect of Windstorms and Water Damage, during the builder's risk policy period, (b) include an interim payments clause allowing for the monthly payment of a claim pending final determination of the full claim amount, (c) cover loss sustained when access to the Site is prevented due to an insured peril at premises in the vicinity of the Site for a period not less than sixty (60) Days, (d) cover loss sustained due to the action of a public authority preventing access to the Site due to imminent or actual loss or destruction arising from an insured peril at premises in the vicinity of the Site for a period not less than sixty (60) Days, (e) insure loss caused by FLEXA named perils to finished Equipment (including machinery) while awaiting shipment at the premises of a Subcontractor or Sub-subcontractor, (f) not contain any form of a coinsurance provision or include a waiver of such provision, (g) cover loss sustained due to the accidental interruption or failure, caused by an insured peril of supplies of electricity, gas, sewers, water or telecommunication up to the terminal point of the utility supplier with the Site for a period not less than sixty (60) Days, (h) covering delays resulting from any item of Construction Equipment (which is covered under the Builder's Risk insurance in Clause 1A.9) whose loss or damage could result in a delay in Substantial Completion beyond the deductible period of the delayed startup insurance, and (i) an extension clause allowing the policy period to be extended up to six (6) months without modification to the terms and conditions (other than the deductible) of the policy and ~~a pre-agreed premium to be agreed upon at the time of extension.~~"

The Parties agree that the below excerpt of Attachment 15, Section 1.A.Q, of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

"Deductibles . Contractor and Owner shall bear the cost of deductibles under the insurance provided by Contractor pursuant to this Attachment 15 in accordance with the allocation of risk found elsewhere in this Agreement; provided, however, with respect to a loss covered by the builder's risk insurance policy or would have been covered but for the existence of the deductible for a ~~Named~~ Windstorm and Water Damage event, Owner shall be responsible for that portion of the deductible greater than U.S.\$2,000,000 but less than U.S.\$~~715~~715,000,000 with respect to the Phase 1 Liquefaction Facility (and if notice to proceed is issued by Owner under the Phase 2 EPC Agreement, Owner shall be responsible for that portion of the deductible greater than U.S.\$2,000,000 but less than U.S.\$~~715~~715,000,000 with respect to the Liquefaction Facility).

The Parties agree that the below excerpt of Section 8.2A of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

(i) "Notwithstanding passage of title as provided in Section 8.1 of this Agreement, Contractor shall bear the risk of physical loss and damage with respect to each Project until the earlier of Substantial Completion of such Project or termination of this Agreement; *provided that* Owner shall at all times bear the risk of physical loss and damage if and to the extent arising from (i) war (whether declared or undeclared), civil war, act of terrorism, sabotage (except to the extent the damage is caused by the sabotage of a member of Contractor Group, any Subcontractor or any Sub-subcontractor), blockade, insurrection; or (ii) ionizing radiation, or contamination by radioactivity from nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel properties of any explosive nuclear assembly or nuclear component thereof (except for radioactive sources for non-destructive testing used by Contractor Group, any Subcontractor or any Sub-Subcontractor); or (iii) an atmospheric disturbance marked by high winds, with or without precipitation, including such events as hurricane, typhoon, monsoon, cyclone, rainstorm, tempest, hailstorm, tornado, or any combination of the foregoing events (such clause (iii) events collectively, "Windstorms" and any resulting flood including general or temporary condition of partial or complete inundation of normally dry land area due to wind-driven rain, storm surge, overflow of inland or tidal waters, coastal wave action, or unusual or rapid accumulation or runoff of surface waters from any source and resulting mudslides or mudflows, and collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which

result in flooding ("Water Damage") to the extent that Windstorms **or Water Damage** result in loss or damage in excess of **Five Two** Hundred **Fifty** Million U.S. Dollars (U.S.\$~~500~~250,000,000) in the cumulative, aggregate with respect to the Work, the Phase 1 Project and the other Projects, collectively; **or (iv) any cyber event which is excluded from coverage pursuant to the Builder's Risk and Marine Cargo policies.** The full amount of **Five Two** Hundred **Fifty** Million U.S. Dollars (U.S.\$~~500~~250,000,000) may be satisfied under any other EPC Agreement or this Agreement. In the event that any physical loss or damage to the Phase 1 Liquefaction Facility or the Work arises from one or more of the events set forth in the first sentence of this Section 8.2A, and Owner elects to rebuild such physical loss or damage, Contractor shall be entitled to a Change Order to the extent such event adversely affects (i) Contractor's costs of performance of the Work; (ii) Contractor's ability to perform the Work in accordance with the Project Schedule or (iii) Contractor's ability to perform any material obligation under this Agreement; *provided* that Contractor complies with the requirements set forth in Sections 6.2, 6.5 and 6.9."

C. Commercial Impacts

The Parties agree the Contract Price includes a Provisional Sum for insurance.

VI. CONTRACTOR'S REPRESENTATION

A. Scope Adjustments

None.

B. EPC Agreement Terms Modifications

The Parties agree that the following Sections 14.7, 14.8, and 14.9 are added to Article 14 of the Phase 1 EPC Agreement:

14.7 Change Orders. There are no pending or disputed Change Orders, and no entitlement to any Change Order for price and schedule increases occurring prior to the date of this CO-008.

14.8 Claims. There are no: (i) open, known or pending disputes or claims against Owner or (ii) existing claim for force majeure as of the date of this CO-008.

14.9 Affirmation. Contractor represents and warrants as of the date of this CO-008 that Sections 14.1 – 14.6 are correct and true.

C. Commercial Impacts

None.

VII.HAZARDOUS MATERIALS

A. Scope Adjustments

None.

B. EPC Agreement Terms Modifications

The Parties agree that the below excerpt of Section 4.6 of the Phase 1 EPC Agreement is modified (**blue** text are additions and **red** text are deletions) as follows:

4.6 Hazardous Materials

. Owner shall . . . or Sub-subcontractors. **Except for Contractor's obligations for certain Hazardous Materials that are expressly identified in Section 3.17, and without prejudice to the cap on Contractor's liabilities for certain obligations within Section 3.17.** Owner shall defend, indemnify and hold harmless Contractor Group and its Subcontractors and Sub-subcontractors from and against all damages, losses, costs and expenses (including all reasonable attorneys' fees and litigation or arbitration expenses) incurred by

Contractor Group or its Subcontractors and Sub-subcontractors to the extent arising from any contamination or pollution resulting from any Hazardous Materials for which Owner is responsible under this Section 4.6.

C. Commercial Impacts

None.

VIII. ATTACHMENT 3 – PAYMENT SCHEDULE

The Parties agree Attachment 3 (Payment Schedule) of the Phase 1 EPC Agreement is deleted and replaced with Exhibit A to this CO-008.

IX. GLOBAL DRIVE PRIVITIZATION POINT CHANGE

A. Scope Adjustments

The Parties agree that Contractor's construction road length requires to be adjusted to accommodate the new privatization point shown in IX.B.

B. EPC Agreement Terms Modifications

The Parties agree that the below excerpt of Section 2.15 b) of Attachment 21 of the Phase 1 EPC Agreement is modified blue text are additions and ~~red~~ text are deletions) as follows:

b) Convert Global Drive to a private road from approximately five hundred twenty (~~500-20~~) feet south of the cemetery entrance to the Liquefaction Facility

C. Commercial Impacts

The Parties agree that the Contract Price will be increased by \$1,438,830 as full compensation for all changes listed in section IX.A and IX.B of this Change Order.

X. ATTACHMENT 25 – SITE AND OFF-SITE RIGHTS OF WAY AND EASEMENTS

A. Scope Adjustments

None.

B. EPC Agreement Terms Modifications

The Parties agree that Exhibit 25-1 of Attachment 25 of the Phase 1 EPC Agreement is deleted and replaced with Exhibit E to this CO-008.

C. Commercial Impacts

None.

XI. Not Used

XII. Not Used

XIII. CONTRACT PRICE ADJUSTMENTS

The Parties agree that Section 7.1 (Contract Price) of the Phase 1 EPC Agreement is modified blue text are additions and ~~red~~ text are deletions) as follows:

"As compensation in full to Contractor for the full and complete performance of the Work and all of Contractor's other obligations under this Agreement, Owner shall pay and Contractor shall accept ~~Seven Billion Three Hundred Sixty Nine Million Four Thousand One Hundred and Ninety Nine U.S. Dollars~~

(\$7,369,004,199) Eight Billion Thirty One Million Sixty Nine Thousand Five Hundred Forty Five U.S. Dollars (\$8,031,069,545) and Four Hundred Fifty Three Million Five Hundred Eighty Three Thousand Eight Hundred Seventy Euros (€453,583,870) (collectively the "Contract Price").

Attachment 3 (Payment Schedule) of the Phase 1 EPC Agreement is deleted and replaced with Exhibit A to this CO-008 in accordance with Section VI above

The Parties agree that Article 7, Section 7.1.A (Aggregate Provisional Sum) of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows and listed in Exhibit B of this CO-008:

"A. Aggregate Provisional Sum. The Contract Price includes an aggregate amount of ~~Four Hundred and Eighty Seven Million, Five Hundred and Fifty Two Thousand Nine Hundred and Fifty Six U.S. Dollars (\$487,552,956)~~ **Five Hundred Thirty-Nine Million Four Hundred Sixty Eight Thousand Six Hundred and Thirty-Six U.S. Dollars (\$539,468,636)** (the "Aggregate Provisional Sum") for the Provisional Sums. The scope and values of each Provisional Sum comprising the Aggregate Provisional Sum amount are included in Attachment 31."

Adjustment to Contract Price

The original Contract Price was USD 7,240,314,232 EUR 375,344,119

Net change by previously authorized Change Orders (# CO-006) USD 128,689,967 EUR 6,485,900

The Contract Price prior to this Change Order was USD 7,369,004,199 EUR 381,830,019

The Contract Price will be increased ~~(decreased) (unchanged)~~ by this Change Order in the amount of USD 662,065,346 EUR 71,753,851

The new Contract Price including this Change Order will be USD 8,031,069,545 EUR 453,583,870

The Aggregate Provisional Sum prior to this Change Order was USD 487,552,956 EUR 0

The Aggregate Provisional Sum will be increased by this Change Order in the amount of USD 51,915,680 EUR 0

The new Aggregate Provisional Sum including this Change Order will be USD 539,468,636 EUR 0

Adjustments to dates in Project Schedule:

The following dates are modified: N/A

Adjustment to other Changed Criteria: N/A

Adjustment to Payment Schedule: Yes. See Exhibit A

Adjustment to Provisional Sums: Yes. See Exhibit B

Adjustment to Minimum Acceptance Criteria: N/A

Adjustment to Performance Guarantees: N/A

Adjustment to Design Basis: N/A

Other adjustments to liability or obligation of Contractor or Owner under the Agreement: N/A

Select either A or B:

[A] This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and shall be deemed to compensate Contractor fully for such change, except with respect to the items described in Section IV (Change in Law) above. Initials: *** Contractor *** Owner

[B] This Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: _____ Contractor _____ Owner

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

/s/ [***]
Owner
[***]
Name
[***]
Title

/s/ [***]
Contractor
[***]
Name
[***]
Title

Date of Signing ————— Date of Signing

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. [***] INDICATES THAT INFORMATION HAS BEEN REDACTED.

Exhibit F

MANAGEMENT REGIME FOR COVID-19 AND OTHER EPIDEMICS, PANDEMICS AND PLAGUES

Exhibit F is incorporated into Section II.B of CO-008 by reference as if fully set forth therein by length.

B. EPC Agreement Terms Modifications

The Parties agree that the below excerpts of Section 1.1 of the Phase 1 EPC Agreement are modified or added, as applicable, (blue text are additions and ~~red~~ text are deletions) as follows:

"Applicable Law" means all laws, statutes, ordinances, orders (including presidential orders), decrees, injunctions, licenses, Permits, approvals, rules and regulations, including any conditions thereto, of any Governmental Instrumentality having jurisdiction over the Parties or all or any portion of the Site, the Off-Site Rights of Way and Easements, or the Phase 1 Project or performance of all or any portion of the Work or the operation of the Phase 1 Project, or other legislative or administrative action of a Governmental Instrumentality, or final decree, judgment or order of a court which relates to the performance of Work hereunder. **This definition of "Applicable Law" includes an Applicable Law issued in response to COVID-19 or other epidemics, pandemics or plagues, or to protect the general public or those performing the Work from the spread of COVID-19 or other epidemics, pandemics, or plagues, or to otherwise fight against the spread of COVID-19 or other epidemics, pandemics, or plagues.**

"Change in Law" means any amendment, modification, superseding act, deletion, addition or change in or to any Applicable Law (excluding ~~(i)~~ changes to Tax laws where such Taxes are based upon Contractor's Net Income) that occurs and takes effect after ~~February 28, 2017~~December 2, 2021. A Change in Law shall include any official change in the interpretation or application of any Applicable Law (including Applicable Codes and Standards set forth in Applicable Law, **, but excluding changes to Tax laws where such Taxes are based upon Contractor's Net Income**); *provided* that such change is expressed in writing by the applicable Governmental Instrumentality. **Notwithstanding anything to the contrary in this Agreement, the emergency temporary standard published by the Occupational Safety & Health Administration ("OSHA") in the Federal Register on November 5, 2021 and invalidated by the US Supreme Court will be deemed a Change in Law to the extent it again becomes applicable.**

"COVID-19" means the infectious respiratory disease and associated medical conditions caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), as identified by the World Health Organization (WHO) and further abbreviated by such organization as "COVID-19," or any related strains or mutations of COVID-19.

"COVID-19 Guidelines" means the publication of a guideline, recommendation or suggested practice (or revisions, amendments or supplements thereto) by a Governmental Instrumentality, institutions recognized or funded by a Governmental Instrumentality, and/or the Center for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA) or the equivalent of these organizations in other countries, applicable to the performance of the Work issued (a) to protect the general public or those performing the Work from the spread of COVID-19, or to otherwise fight against the spread of COVID-19 and (b) after December 2, 2021. **For the avoidance of doubt, any COVID-19 Guidelines published after December 2, 2021 shall be treated as a COVID-19 Guideline under this Agreement.**

"COVID-19 Provisional Sum" has the meaning set forth in Attachment 31.

"Force Majeure" means any act or event that (i) occurs after the Contract Date, (ii) prevents or delays the affected Party's performance of its obligations in accordance with the terms of this Agreement, (iii) is beyond the reasonable control of the affected Party, not due to its fault or

negligence and (iv) could not have been prevented or avoided by the affected Party through the exercise of due diligence. Force Majeure may include: catastrophic storms or floods, Excessive Monthly Precipitation, lightning, tornadoes, hurricanes, a named tropical storm, earthquakes, and other acts of God; wars, civil disturbances, revolution, acts of public enemy, acts of terrorism, credible threats of terrorism, revolts, insurrections, sabotage, ~~and riot, plague, epidemic~~; commercial embargoes; expropriation or confiscation of the Phase 1 Project; ~~epidemics~~; fires; explosions; industrial action or strike (except as excluded below); and actions of Governmental Instrumentality (**except as excluded in clause (e) below**) that were not requested, promoted, or caused by the affected Party. For avoidance of doubt, Force Majeure shall not include any of the following: (a) economic hardship unless such economic hardship was otherwise caused by Force Majeure; (b) changes in market conditions unless any such change in market conditions was otherwise caused by Force Majeure; (c) industrial actions and strikes involving only the employees of Contractor, or any of its Subcontractors; ~~or~~ (d) nonperformance or delay by Contractor or its Subcontractors or Sub-subcontractors, unless such nonperformance or delay was otherwise caused by Force Majeure; **or (e) any and all impacts to the Work resulting from COVID-19 or other epidemics, plagues and pandemics, including Outbreak, COVID-19 Guidelines or Changes in Law associated with COVID-19.**

“Outbreak” means that, after December 2, 2021, there is:

i. an outbreak of COVID-19 or other epidemic, pandemic, or plague, where the Work is being performed that impacts the Work and is demonstrated by absenteeism (in accordance with Contractor's absentee process for the Project provided to Owner within sixty (60) days of NTP) related to COVID-19 or other epidemic, pandemic, or plague of at least [*] percent ([***]%) of the Contractor's scheduled workforce (including the scheduled workforce of Subcontractors and Sub-subcontractor) at that Work location for that day,**

ii. a threatened outbreak of COVID-19 or other epidemic, pandemic, or plague, where the Work is being performed that impacts the Work and is likely to result in absenteeism (in accordance with Contractor's absentee process for the Project provided to Owner within sixty (60) days of NTP) related to COVID-19 or other epidemic, pandemic, or plague of at least [*] percent ([***]%) of the Contractor's direct scheduled workforce (including, but limited to the scheduled workforce of Subcontractors and Sub-subcontractors) at that Work location for that day, or**

iii. an outbreak of COVID-19 or other epidemic, pandemic, or plague that impacts the Work with respect to any port of entry, port, customs, border protection activities, or transportation utilized for the Work demonstrated by data showing impacts to normal operating conditions for affected shipments beyond [*] ([***]) days for marine operations and customs and/or [***] ([***]) days for transportation.**

“Outbreak Standard of Care” means Contractor's (or its Subcontractor's or Sub-subcontractor's) actions that are (i) reasonably necessary to protect those performing the Work from the spread of COVID-19 or other epidemics, pandemics or plagues or (ii) reasonably necessary to otherwise mitigate the impact of COVID-19 or other epidemics, pandemics or plagues among those performing the Work.

“Provisional Sum” means, collectively or individually, the **COVID-19 Provisional Sum**, the Currency Provisional Sum, the HAZOP/LOPA Design Change Provisional Sum, the Insurance Provisional Sum, the Marine Dredging Provisional Sum, the Customs, Tariffs and Duties Provisional Sum, the Building Furniture and Equipment Provisional Sum, the Operating Spare Part Provisional Sum, the Capital Spare Part Provisional Sum, the Louisiana Sales and Use Taxes Provisional Sum, the Property Taxes Provisional Sum, and the Commissioning Power Provisional Sum.

The Parties agree that Section 2.5C of the Phase 1 EPC Agreement is modified (**blue** text are additions and **red** text are deletions) as follows:

C . Applicable Law and Applicable Codes and Standards. Contractor has investigated to its satisfaction Applicable Law in existence as of **February 28, 2017**~~December 2, 2021~~ and Applicable Codes

and Standards set forth or listed in any document or Drawing listed in Attachment 1, and warrants that it can perform the Work at the Contract Price and within the Project Schedule in accordance with such Applicable Law and such Applicable Codes and Standards. Contractor shall perform the Work in accordance with Applicable Law and such Applicable Codes and Standards; *provided, however,* Contractor shall be entitled to a Change Order for any Change in Law to the extent allowed under Section 6.2A.1. Contractor shall advise Owner of any change in Applicable Codes and Standards which does not constitute a Change in Law and, upon such advisement, Owner may elect, at its sole option, to implement a change in accordance with Section 6.1D.

The Parties agree that the below excerpts of Section 5.2C and D of the Phase 1 EPC Agreement are modified or added, as applicable, (blue text are additions and ~~red~~ text are deletions) as follows:

C. Delayed NTP.

1. In the event Owner fails to issue the NTP in accordance with Section 5.2B by ~~December 31~~May 1, 2017~~2022~~, then Contractor shall be entitled to a Change Order as follows:
 - a. To adjust the Contract Price for impacts arising from the issuance of NTP after ~~December 31~~May 1, 2017~~2022~~. Cost relief includes impacts caused by External Factors (defined below) after ~~December 31~~May 1, 2017~~2022~~. External Factors include, for example, closing of vendor shops, unavailability of materials, labor unavailability, ability to attract and/or retain qualified labor, and Owner-directed changes (the "External Factors"), but specifically excluding impacts related to quantities, technology, equipment specifications, equipment count or Contractor errors or omissions (unless directly resulting from such External Factors). Cost relief includes escalation costs; and
 - b. For any demonstrated impacts to the Project Schedule caused by External Factors occurring after ~~December 31, 2017~~May 1, 2022 and before NTP.
2. In the event Owner fails to issue the NTP in accordance with Section 5.2B by ~~March 31, 2022~~March 31, 2023, then Contractor shall be entitled to a Change Order as follows:...

...

D. **Issuance of LNTP/NTP during COVID-19. Contractor acknowledges and agrees that Owner may issue LNTP and/or NTP despite the continuing COVID-19 pandemic, and subject to Contractor's rights and obligations regarding COVID-19 set forth in this Agreement, Contractor will perform the Work despite the continuing COVID-19 pandemic.**

The Parties agree that the title of Article 6 of the Phase 1 EPC Agreement is modified (blue text are additions and ~~red~~ text are deletions) as follows:

ARTICLE 6

CHANGES; FORCE MAJEURE; ~~AND~~-OWNER-CAUSED DELAY; AND OUTBREAKS

The Parties agree that Section 6.1E is added to the Phase 1 EPC Agreement (blue text are additions and ~~red~~ text are deletions) as follows:

E. **If the COVID-19 pandemic abates or ceases, and as a result, COVID-19 Applicable Law or implemented COVID-19 Guidelines are lifted, rescinded, terminated, or COVID-19 Guidelines are no longer enforced and not necessary to meet the Outbreak Standard of Care, as evidenced in writing by the relevant Government Instrumentality or CDC, OSHA or the equivalent of these organizations in other countries, each as applicable, then Owner is entitled, to a Change Order (i) reducing the Contract Price by the estimated decrease to Contractor's costs (including those of its Affiliates) saved by Contractor not having to employ such means and methods and counter-measures for the remainder of the Agreement which were previously added as a result of a Change in Law associated with COVID-19 or COVID-19 Guidelines and (ii) adjusting the Project Schedule to the extent the critical path of the Work is shortened as a result of the means and methods**

and counter-measures in place no longer being required which were previously added as a result of a Change in Law associated with COVID-19 or COVID-19 Guidelines.

The Parties agree that Section 6.2A.6 of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

6. To the extent expressly permitted under Sections 3.3C, 3.4, 3.25, 4.3, 4.7A, 5.6A, 6.12, 7.1, 8.2A, 8.2C, 11.2A, 11.2B.6, 11.2D, 11.2E, 12.2A, 16.3, 16.4, and Attachment 31;

The Parties agree that Section 6.9 of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

6 . 9 Extensions of Time and Adjustment of Compensation. With respect to any of the circumstances set forth in Section 6.2A which cause delay of the commencement, prosecution or completion of the Work for which Contractor is entitled to a Change Order (with the exception of delay resulting from (x) an event of Force Majeure, which shall be governed in accordance with Section 6.8 **or (y) an event of Outbreak, which shall be governed in accordance with Section 6.11**), Contractor shall be entitled to an extension to the Target Substantial Completion Date and the Guaranteed Substantial Completion Date for a Project if and to the extent: (i) such delay causes a delay in the critical path of the Work; (ii) Contractor has complied with the notice and Change Order requirements in Section 6.5 and the mitigation requirements of Section 6.11; and (iii) such delay is not attributable to Contractor or any of its Subcontractors or Sub-subcontractors. Contractor shall demonstrate to Owner its entitlement to relief under this Section by providing to Owner an updated CPM Schedule using Primavera Project Planner in its native electronic format with actual durations entered for all activities on the critical path and re-forecasted clearly to indicate Contractor's entitlement to a time extension under this Section 6.9. Notwithstanding the foregoing, with respect to each Project, any adjustment to the Target Substantial Completion Date shall extend the Guaranteed Substantial Completion Date in the same amounts so that the Guaranteed Substantial Completion Date for such Project is always one hundred eighty (180) Days after the Target Substantial Completion Date for such Project, regardless of whether the delay impacts only the critical path of the Work to achieve the applicable Target Substantial Completion Date and not the applicable Guaranteed Substantial Completion Date. Contractor shall be entitled to an adjustment to the Contract Price for reasonable, additional costs incurred by Contractor for delay or in mitigation or avoidance of a delay which would otherwise meet such requirements of this Section 6.9. For the avoidance of doubt, this Section 6.9 shall govern the determination of any right of Contractor to an adjustment to the Target Substantial Completion Dates and the Guaranteed Substantial Completion Dates for delay, unless such delay is caused by Force Majeure **or an Outbreak**.

The Parties agree that Section 6.11 of the Phase 1 EPC Agreement is modified (blue text are additions and red text are deletions) as follows:

6.11 Contractor Obligation to Mitigate Delay

. Contractor shall not be entitled to any adjustment to the Project Schedule or adjustment to the Contract Price for any portion of delay to the extent Contractor could have taken, but failed to take, reasonable ~~actions~~action to mitigate such delay. **Notwithstanding anything to the contrary in this Agreement, (i) Contractor shall mitigate the cost and schedule impact of COVID-19 or other epidemics, pandemics or plagues using the Outbreak Standard of Care, provided however, if Contractor incurs costs in an effort to meet the Outbreak Standard of Care prior to the issuance of a Change Order, Contractor shall not be prevented from recovering such costs under the applicable Change Order due to the restrictions set forth in Section 6.7, and (ii) Owner will not challenge Contractor's mitigation efforts to the extent Contractor complies with the Outbreak Standard of Care.**

The Parties agree that Section 6.12 is added to the Phase 1 EPC Agreement (blue text are additions and red text are deletions) as follows:

6.12 Outbreak Relief.

(a) Outbreak Schedule Relief. If the commencement, prosecution or completion of the Work is prevented or delayed by (i) Contractor's adoption of a COVID-19 Guideline in response to an Outbreak; or (ii) an Outbreak (including the effects of such Outbreak), then Contractor shall be

entitled to an extension to the Target Substantial Completion Dates and/or the Guaranteed Substantial Completion Date for a Project to the extent, if any, permitted under Section 6.12(a)1 and an adjustment to the Contract Price to the extent, if any, permitted under Section 6.12(a)2. All time extensions to the Project Schedule and adjustments to the Contract Price for such delays or preventions shall be by a Change Order implemented and documented as required under Article 6.

1. Time Extension. Contractor shall be entitled to an extension to the Target Substantial Completion Date and/or the Guaranteed Substantial Completion Date for a Project for delay or prevention that meets the requirements of this Section 6.12(a), if and to the extent (i) such delay or prevention causes a delay in the critical path of the Work and (ii) Contractor has complied with the notice and Change Order requirements in Section 6.5 and the mitigation requirements of Section 6.11. Contractor shall demonstrate to Owner its entitlement to relief under this Section by providing to Owner an updated CPM Schedule using Primavera Project Planner in its native electronic format with actual durations entered for all activities on the critical path and re-forecasted clearly to indicate Contractor's entitlement to a time extension under this Section 6.12(a). Notwithstanding the foregoing, with respect to each Project, any adjustment to the Target Substantial Completion Date shall extend the Guaranteed Substantial Completion Date in the same amounts so that the Guaranteed Substantial Completion Date for such Project is always one hundred eighty (180) Days after the Target Substantial Completion Date for such Project, regardless of whether the delay impacts only the critical path of the Work to achieve the applicable Target Substantial Completion Date and not the applicable Guaranteed Substantial Completion Date.
 2. Compensation. Subject to Section 6.12(d), Contractor shall be entitled to an adjustment to the Contract Price for any delay or prevention that meets the requirements of this Section 6.12(a) if and to the extent Contractor has complied with the notice and Change Order requirements in Section 6.5 and the mitigation requirements of Section 6.11.
- (b) Additional Countermeasures, Means and Methods. Subject to Section 6.12(d), Contractor shall be entitled to an adjustment to the Contract Price arising from an Outbreak for additional or different countermeasures, means, and methods of performing the Work to protect from or mitigate the effects of an Outbreak, recovery of increased costs arising from an Outbreak, and/or responsive or preventative actions to an Outbreak for Contractor to meet the Outbreak Standard of Care, if and to the extent (i) any such countermeasures, means and methods, increased costs or responsive or preventative actions, differ from those already contained in the COVID-19 Provisional Sum and (ii) Contractor has complied with the notice and Change Order requirements in Section 6.5 and the mitigation requirements of Section 6.11. Any Contract Price adjustment under this Section 6.12(b) shall be limited to Contractor's reasonable increased costs for such Outbreak necessarily incurred by Contractor.
- (c) COVID-19 Guidelines. Subject to Section 6.12(d), Contractor shall be entitled to an adjustment to the Contract Price for COVID-19 Guideline that does not constitute a Change in Law to protect from or mitigate the effects of COVID-19, if and to the extent (i) any such COVID-19 Guidelines differ from those already contained in the COVID-19 Provisional Sum and Section 6.12(b), and (ii) Contractor has complied with the notice and Change Order requirements in Section 6.5 and the mitigation requirements of Section 6.11. Any Contract Price adjustment under this Section 6.12(c) shall be limited to Contractor's reasonable costs necessarily incurred by Contractor for such COVID-19 Guidelines.
- (d) Limitation on COVID-19 Relief. Notwithstanding any other provision of this Agreement to the contrary, Owner's total liability under this Agreement for any Contract Price adjustment(s) arising out of, related to or resulting from COVID-19 or any other epidemics, pandemics and plagues, including COVID-19 Guidelines, shall not exceed [****] U.S. Dollars (U.S.\$[****]) in the aggregate; provided that, notwithstanding the foregoing, the limitation of liability set forth in this Section 6.12(d) shall not (i) apply to Changes in Law relief to the extent allowed under Section 6.2A.1 or (ii) apply to the costs associated with the countermeasures, means and methods contained in the COVID-19 Provisional Sum.

(e) Owner Relief. Subject to Section 6.12(f), Owner's obligations under this Agreement shall be suspended to the extent that performance of such obligations is delayed or prevented by Outbreak, but without prejudice to Contractor's entitlement to a Change Order to the extent set forth in Section 6.2A.

(f) Payment Obligations. No obligation of a Party to pay amounts under or pursuant to this Agreement shall be excused by reason of Outbreak.

The Parties agree that Section 16.6 of the Phase 1 EPC Agreement is modified (blue text are additions and ~~red~~ text are deletions) as follows:

16.6 Termination in the Event of an Extended Force Majeure or an Elevated Outbreak

. After issuance of NTP, in the event (i) any one Force Majeure event or the effects thereof causes suspension of a substantial portion of the Work for a period exceeding one hundred (100) consecutive Days; or (ii) any one or more Force Majeure events or the effects thereof causes suspension of a substantial portion of the Work for a period exceeding one hundred and eighty (180) Days in the aggregate during any continuous twenty-four (24) month period; **or (iii) an Outbreak demonstrating an increased absenteeism of at least fifty percent (50%) causes suspension of a substantial portion of the Work for a period exceeding one hundred and eighty (180) consecutive Days**, then either Party shall have the right to terminate this Agreement by providing fourteen (14) Days' written notice of termination to the other Party, to be effective upon receipt by such other Party. In the event of such termination, Contractor shall have the rights (and Owner shall make the payments) provided for in Section 16.2.

The Parties agree that the below excerpt of Section 2 of Schedule 31-2 of the Phase 1 EPC Agreement is modified (blue text are additions and ~~red~~ text are deletions) as follows:

2. INTRODUCTION

The **COVID-19 Provisional Sum**, Insurance Provisional Sum, Marine Dredging Provisional Sum, Custom, Tariffs, and Duties Provisional Sum, Building Furniture and Equipment Provisional Sum, Operating Spare Part Provisional Sum, Capital Spare Part Provisional Sum, Louisiana Sales and Use Taxes Provisional Sum, Property Taxes Provisional Sum, and Commissioning Power Provisional Sum shall be adjusted by mutually agreed Change Order as described below. Upon adjustment of the Contract Price pursuant to this Schedule 31-2, the Aggregate Provisional Sum shall also be reduced to reflect any Provisional Sums that have been fixed by mutually agreed Change Order. Contractor shall execute these Provisional Sums at its discretion and will report progress to Owner in accordance with the EPC agreement.

The Parties agree that Section 2.10 is added to Schedule 31-2 of the Phase 1 EPC Agreement (blue text are additions and ~~red~~ text are deletions) as follows:

2.10 COVID-19 Provisional Sum

The Aggregate Provisional Sum contains a Provisional Sum of [*] US Dollars (USS[***]) for the countermeasures, means, and methods of performing the Work to mitigate COVID-19 listed below, which may be employed by Contractor through Final Acceptance of the Work ("COVID-19 Provisional Sum"). A table identifying the COVID-19 Provisional Sums is below:**

Known COVID-19 Mitigation Items – Driftwood LNG – Rev. 0

Part 1 – One Time Cost Items

No.	Countermeasure, Means, and Methods	Scope Basis	Cost (USD x \$1,000)
1	<u>Additional Office trailers (warehouse, office, etc.) for Contractor</u>	Team will mobilize additional office space of 120' x 60' to allow social distancing. At approximately \$[***]/SF with \$[**] per month maintenance allowance.	\$ [***]
2	<u>Additional Office trailers for Owner</u>	Team will mobilize additional office space of 84' x 60' to allow for social distancing. At approximately \$[***]/SF with \$[**] per month maintenance allowance.	\$ [***]
3	<u>Additional lunch tent space to reduce crowding</u>	Two additional lunch tents (8,750sft) to allow for social distancing during lunch breaks. At approximately \$[***]/SF with \$[**] per month maintenance allowance.	\$ [***]
4	<u>Larger IR orientation and training offices to distance personnel (also additional trainings and Trainers)</u>	2 Additional 60' x 48' Trailers. 1 additional Orientation trailer & 1 additional Training trailer will allow for social distancing and multiple concurrent training sessions. At approximately \$[***]/SF.	\$ [***]
5	<u>Added crowd control mobile fencing (promote social distancing)</u>	Allowance	\$ [***]
6	<u>COVID Testing</u>	Estimate is based on providing random rapid testing kits (equivalent of BinaxNow), of 50% of craft population on a weekly basis. (approx. 292k test kits over project duration at \$[***] per test kt). Does not include work time for testing.	\$ [***]
7	<u>Additional nursing staff for medical screening</u>	Allowance	\$ [***]
8	<u>Additional staff for contact tracing and Covid administration (Field Non-Manual)</u>	A Covid Coordinator is required, who is an experienced ES&H professional who will be located onsite.	\$ [***]
9	<u>IS&T Hardware (Laptops for Non-Site Essential Personnel PC, DC, Contracts, etc.)</u>	Allowance	\$ [***]
10	<u>Additional indirect cleaning team to maintain sitewide cleanliness</u>	Assessment was performed reviewing overall site cleaning team plans. Given the increase in frequency of periodic cleanings, a minimal addition to reinforce the cleaning team is estimated.	\$ [***]
11	<u>Addition of Medical screening area. Type is building/trailer</u>	An additional 12' x 20' holding trailer. At approximately \$[***]/SF.	\$ [***]
12	<u>Additional PPE, Masks, etc.</u> <u>Consumables will be supplied by Bechtel Equipment Operations</u>	Per CDC: Provide workers with face coverings or surgical masks, as appropriate, unless their work task requires a respirator or other PPE. Estimated at \$[***] per hour for all site hours (approx. 29.7M hours).	\$ [***]
13	<u>Additional COVID-19 related bussing to the Site</u>	Allowance	\$ [***]

<u>13</u>	<u>Other impacts, countermeasures, means, and methods as may be required, including with respect to Applicable Laws associated with COVID-19 and COVID-19 Guidelines prior to Dec. 2, 2021</u>	<u>Allowance</u>	<u>\$ [***]</u>
<u>COVID-19 PROVISIONAL SUM</u>			<u>\$ [***]</u>

Notwithstanding anything to the contrary in this Agreement, the Parties agree that Owner shall pay Contractor its cost incurred for the countermeasures, means, and methods listed in the table above: "Known COVID-19 Mitigation Items", and such payment shall be Contractor's sole remedy for Contractor's implementation of such Known COVID-19 Mitigation Items. If the actual amount of countermeasures, means, and methods of performing the Work to mitigate COVID-19 listed herein and implemented by Contractor is: (A) less than the COVID-19 Provisional Sum, Owner shall be entitled to a Change Order reducing the Contract Price by such difference, or (B) greater than the COVID-19 Provisional Sum, Contractor shall be entitled to a Change Order increasing the Contract Price by such difference. On a quarterly basis, Contractor will issue an invoice in accordance with Section 7.2 to Owner based on additional costs in accordance with (B) above in the previous quarter. On a yearly basis, the COVID-19 Provisional Sum amount will be adjusted to reflect the expected overall number.

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** (this “Agreement”) is made this 30th day of March 2022, by and between **TELLURIAN INC.**, a corporation organized under the laws of the State of Delaware with an office located at 1201 Louisiana Street, Suite 3100, Houston, Texas 77002 (the “Company”) and **MR. MARTIN HOUSTON** (the “Contractor”). The Company and the Contractor are hereinafter sometimes referred to individually as a Party or collectively as the Parties.

RECITALS

WHEREAS, the Contractor co-founded the Company, has served as the Vice Chairman of the Company’s Board of Directors (“Board”) since 2016, and has also served the Company in various other capacities, including serving and representing the Company as an international ambassador at high-level meetings with senior industry commercial principals and government officials across the globe; and

WHEREAS, the Company desires to retain the Contractor to provide certain services upon the terms and conditions set forth herein, and the Contractor is willing to perform such services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth below, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I **SERVICES, TERM, FEES, AND EXPENSES**

1.1 Services.

(a) The Company hereby engages the Contractor, and the Contractor hereby accepts such engagement as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.

(b) The Contractor shall provide to the Company the services described in Schedule 1 attached hereto and incorporated by reference herein (the “Services”).

(c) The Company shall not control the manner or means by which the Contractor performs the Services, including but not limited to the time and place the Contractor performs the Services.

(d) The Contractor shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the Services; provided, however, that the Company will provide the Contractor with a laptop computer that the Contractor will return upon the expiration or termination of this Agreement. The Company will also create Company e-mail accounts for the Contractor. The Company shall provide the Contractor with access to its premises and equipment to the extent necessary for the performance of the Services.

(e) While on the Company’s premises or using the Company’s equipment, the Contractor shall comply with all applicable policies of the Company relating to business and office conduct, health and safety, and use of the Company’s facilities, supplies, information technology, equipment, networks, and other resources.

1.2 Term. The term of this Agreement shall commence on January 1, 2022 (the “**Effective Date**”) and shall expire on the earlier of (i) termination of the Vice Chairman; and (ii) December 31, 2022, unless earlier terminated in accordance with ARTICLE V (the “**Term**”). Any extension of the Term will be subject to the mutual written agreement between the Parties.

1.3 Fees and Expenses.

(a) As compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay the Contractor in the form of cash compensation of **FIFTY THOUSAND DOLLARS** (\$50,000) per calendar month during the Term (the “**Cash Fees**”). The Cash Fees shall be payable in arrears following the end of each calendar month during the Term. The Contractor acknowledges that he will receive an appropriate IRS Form 1099 from the Company and that the Contractor shall be solely responsible for all federal, state, and local taxes, as set out in Section 2.1(b).

(b) During the Term of this Agreement, Contractor is authorized to incur business expenses in carrying out Contractor’s duties and responsibilities under this Agreement and the Company agrees to promptly reimburse Contractor for all such business expenses, subject to necessary documentation and in accordance with the Company’s policies as in effect from time to time.

(c) The Company shall provide insurance premium reimbursement for non-Company-sponsored health insurance policies purchased by Contractor. Such reimbursement shall be no greater than **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000) per calendar year and which shall be provided within sixty (60) days after Contractor provides the Company with documentation evidencing Contractor’s payment of such premium(s); provided, however, that Contractor must provide the Company with such documentation within ten (10) days of Contractor’s payment of such premium(s) and such reimbursement shall in all cases be made in compliance with Section 1.3(a).

1.4 Full Consideration. The compensation payable and provided to the Contractor under this Agreement shall constitute the full consideration to be paid to the Contractor for the provision of all Services.

ARTICLE II INDEPENDENT CONTRACTOR RELATIONSHIP

1.1 Relationship of the Parties.

(a) The Contractor is an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between the Contractor and the Company for any purpose. Except for the Contractor’s responsibilities as Vice Chairman of the Company, the Contractor has no authority (and shall not hold itself out as having authority) to bind the Company, and the Contractor shall not make any agreements or representations on the Company’s behalf without the Company’s prior written consent.

(b) Without limiting Section 2.1(a), the Contractor will not be eligible to participate in any group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers’ compensation insurance on the Contractor’s behalf. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL**

INDEMNIFY THE COMPANY AGAINST ALL SUCH TAXES OR CONTRIBUTIONS, INCLUDING PENALTIES AND INTEREST. Any persons employed or engaged by the Contractor in connection with the performance of the Services shall be the Contractor's employees or contractors, and the **CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THEM AND INDEMNIFY THE COMPANY AGAINST ANY CLAIMS MADE BY OR ON BEHALF OF ANY SUCH EMPLOYEE OR CONTRACTOR.**

(c) Any doubt as to the construction of this Agreement shall be resolved to maintain the Contractor's status as an independent contractor of the Company.

1.2 Intellectual Property Rights.

(a) The Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement (collectively, the "**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement (collectively, and including the Deliverables, the "**Work Product**") including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively, the "**Intellectual Property Rights**") therein. The Contractor agrees that the Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for the Company, and all copyrights therein automatically and immediately vest in the Company. If, for any reason, any Work Product does not constitute "work made for hire," the Contractor hereby irrevocably assigns to the Company, for no additional consideration, the Contractor's entire right, title, and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

(b) To the extent any copyrights are assigned under Section 2.2(a), the Contractor hereby irrevocably waives in favor of the Company, to the extent permitted by applicable law, any and all claims the Contractor may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.

(c) Upon the request of the Company, during and after the Term, the Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event the Company is unable, after reasonable effort, to obtain the Contractor's signature on any such documents, the Contractor hereby irrevocably designates and appoints the Company as the Contractor's agent and attorney-in-fact, to act for and on the Contractor's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if the Contractor had executed them. The Contractor agrees that this power of attorney is coupled with an interest.

(d) As between the Contractor and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to the

Contractor by the Company (collectively, the “**Company Materials**”), including all Intellectual Property Rights therein. The Contractor has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Company Materials except solely during the Term to the extent necessary to perform the Contractor’s obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. The Contractor has no right or license to use the Company’s trademarks, service marks, trade names, logos, symbols, or brand names.

1.3 **Confidentiality.**

(a) The Contractor acknowledges that it will have access to information that is treated as confidential and proprietary by the Company, including without limitation the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Any Confidential Information that the Contractor develops in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this Section 2.3. The Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Contractor shall notify the Company immediately in the event that the Contractor becomes aware of any loss or disclosure of any Confidential Information.

(b) Confidential Information shall not include information that:

- (i) is or becomes generally available to the public other than through the Contractor’s breach of this Agreement; or
- (ii) is communicated to the Contractor by a third party that had no confidentiality obligations with respect to such information.

(c) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of the Company within two (2) calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company’s sole discretion.

(d) Notwithstanding any other provision herein, nothing in this Agreement prohibits the Contractor from reporting possible violations of law or regulation to any governmental agency or regulatory body or making other disclosures that are protected under any law or regulation, or from filing a charge with or participating in any investigation or proceeding conducted by any governmental agency or regulatory body; and the Contractor does not need prior authorization from the Company to make any such reports or disclosures, nor is the Contractor required to notify the Company that such reports or disclosures have been made.

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS

1.1 Contractor Representations and Warranties. The Contractor represents and warrants to the Company that:

(a) the Contractor has the right to enter into this Agreement, to grant the rights granted herein, and to perform all of the Contractor's obligations in this Agreement fully;

(b) the Contractor's entering into this Agreement with the Company and the Contractor's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which the Contractor is subject;

(c) the Contractor has the required skill, experience, and qualifications to perform the Services, the Contractor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and the Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) the Contractor shall perform the Services in compliance with all applicable federal, state, local and foreign laws and regulations;

(e) the Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

(f) all Work Product is and shall be the Contractor's original work (except for material in the public domain or provided by the Company) and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

1.2 Company Representations and Warranties. The Company hereby represents and warrants to the Contractor that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

1.3 Contractor Covenants.

(a) Generally. The Contractor shall comply with the terms and conditions of this Agreement, including with respect to all covenants, agreements, and obligations of the Contractor set forth herein.

(b) Compliance with Sanctions Laws. The Contractor shall not, in connection with the Services provided pursuant to this Agreement, engage in any transaction with any person or entity that would constitute a violation of any Sanctions Laws, including any person or entity identified in the U.S. Department of the Treasury, Office of Foreign Assets Control's list of "Specially Designated Nationals and Blocked Persons" or list of "Foreign Sanctions Evaders," the U.S. Department of State's list of debarred parties and lists of persons and entities that have been designated pursuant to sanctions and/or non-proliferation statutes that it administers and related executive orders, or the European Union Commission's "Consolidated list of persons, groups, and entities subject to EU financial sanctions." For purposes of this Section 3.3(b),

"Sanctions Laws" means economic sanctions laws and trade restrictions pursuant to sanctions laws of the United States, including those administered by the Departments of Treasury and State, and equivalent measures of the United Kingdom, the European Union, the United Nations Security Council, and laws of any other relevant jurisdictions.

(c) **Compliance with Anti-Corruption Laws.** The Contractor and its representatives have not and shall not, in connection with the services provided pursuant to this Agreement, offer, accept, make, authorize or promise to make any payment or transfer anything of value, direct business, or provide any other personal benefit to any person or entity in order to illegally obtain or retain business or secure any business advantage. Terms used in this Section 3.3(c) shall be construed in accordance with the provisions of applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act of 1977, as amended, and any similar anti-corruption laws enacted in any other relevant jurisdiction.

(d) **Compliance with Acceptable Use Policies.** Subject to and conditioned on Contractor's compliance with the terms and conditions of this Agreement, Company may grant Contractor the right to access and use the Company's information technology systems and resources, as well as software and data which is proprietary to a third party, during the Term, solely for use by Contractor in accordance with the terms and conditions herein. Such use is limited to Contractor's internal use, and Contractor will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements, including the Company's Acceptable Use of IT Policy and any and all terms and conditions of those third party software products and content licensed to Company (or Company's subsidiaries and affiliates) (collectively, the "AUP"), as may be amended from time to time and which are incorporated herein by reference. Company reserves the right to amend, alter, or modify the Contractor's conduct requirements as set forth in the AUP at any time. If Contractor does not agree to the AUP, Contractor must not access or use the Company or third party information technology systems and resources.

(e) **COVID-19 Vaccination.** As a condition to entering into this Agreement, the Company requires the Contractor to provide proof of COVID-19 vaccination status in a form acceptable to the Company. All information such information will be collected, used, and stored in compliance with all obligations pursuant to the Company's applicable policies.

(f) **Other Business Activities.** Contractor may be engaged in any other business, trade, profession, or other activity which does not place you in a conflict of interest with the Company; provided, that, during the Term, Contractor shall not be engaged in any business activities that do or may compete with the business of the Company without the Company's prior written consent to be given or withheld in its sole discretion.

(g) **Specific Performance and Injunctive Relief.** The Contractor agrees that in the event of a breach or threatened breach of this Agreement, including this Article III, the Company, its affiliates, and/or their respective successors shall each be entitled to specific performance and/or injunctive or other relief (in addition to appropriate monetary damages) without posting a bond or other security.

ARTICLE IV INDEMNIFICATION

1.1 Indemnification.

(a) **THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND**

REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, ACTIONS, JUDGMENTS, INTEREST AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COSTS) ARISING FROM INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY, TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENT ACTS, OMISSIONS, OR THE WILLFUL MISCONDUCT OF THE CONTRACTOR AND THE CONTRACTOR'S PERSONNEL. WITHOUT LIMITATION ON THE COMPANY'S REMEDIES, THE COMPANY MAY SATISFY SUCH INDEMNITY (IN WHOLE OR IN PART) BY WAY OF DEDUCTION FROM ANY PAYMENT DUE TO THE CONTRACTOR, EXCEPT TO THE EXTENT THAT THE PAYMENTS TO BE DEDUCTED FROM WOULD BE "NONQUALIFIED DEFERRED COMPENSATION" UNDER THE PROVISIONS OF SECTION 409A OF THE INTERNAL REVENUE CODE OF 1986 (THE "CODE"), AND THE REGULATIONS AND GUIDANCE PROMULGATED THEREUNDER.

(b) IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM ANY CAUSE WHATSOEVER.

1.2 Reserved.

ARTICLE V TERMINATION

1.1 Either Party, in its sole discretion, may terminate this Agreement without Cause upon thirty (30) calendar days' written notice to the other Party to this Agreement. For purposes of this Agreement, "**Cause**" shall mean (i) Contractor's indictment for, conviction of, or pleading of guilty or nolo contendere to, any felony or any crime involving fraud, dishonesty or moral turpitude; (ii) Contractor's gross negligence with regard to the Company or any affiliate in respect of Contractor's duties for the Company or any affiliate; (iii) Contractor's willful misconduct having or, which in the good faith discretion of the Board could have, an adverse impact on the Company or any affiliate economically or reputation-wise; (iv) Contractor's material breach of this Agreement, any other material agreement between Contractor and the Company, including, but not limited to, any incentive or equity or equity-based award or agreement, or any code of conduct or ethics or any other policy of the Company, which breach (if curable in the good faith discretion of the Board) has remained uncured for a period of ten (10) days following the Company's delivery of written notice to Contractor specifying the manner in which the agreement or policy has been materially breached; or (v) Contractor's continued or repeated failure to perform Contractor's duties or responsibilities to the Company or any affiliate at a level and in a manner satisfactory to the Board in its sole discretion, which failure has not been cured to the satisfaction of the Board following notice to Contractor. To the extent Contractor is terminated as a member of the Board, "**Cause**" shall include a termination of such directorship for "cause" as determined in accordance with the provisions of Section 141(k) of the Delaware General Corporation Law. Any voluntary termination of Contractor in anticipation of a termination of Contractor by Company or any affiliate for Cause shall be deemed to be a termination by the Company for Cause.

(a) In the event of a termination pursuant to this Section 5.1 by the Company, the Company shall pay the Contractor three (3) calendar months Cash Fees within thirty (30) days following the effective date of such termination.

(b) In the event of a termination pursuant to this Section 5.1 by the Contractor, the Contractor will be eligible to receive a pro-rated portion of the Cash Fee subject to the completion of, or substantial progress having been made overall with respect to, the Services, as determined in the reasonable discretion of the Company.

(c) In the event of a termination without Cause by the Company following a Change of Control, the Company shall pay the Contractor all unpaid Cash Fees for the remainder of the Term within thirty (30) days following the effective date of such termination. For purposes of this Agreement, “Change of Control” shall mean the occurrence of any of the following after the Effective Date: (i) any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the U.S. Securities Exchange Act of 1934 (as amended, and the rules and regulations promulgated thereunder, the “Exchange Act”) (a “Person”) acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either (A) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this Section 5.1(c)(i)(A), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from the Company or any subsidiary or affiliate, (2) any acquisition by the Company or any subsidiary or affiliate, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, (4) any acquisition pursuant to a transaction which complies with Section 5.1(c)(iii)(A) and Section 5.1(c)(iii)(B) below, or (5) any acquisition of additional securities by any Person who, as of the Effective Date, held fifteen percent (15%) or more of either (x) the Outstanding Company Common Stock or (y) the Outstanding Company Voting Securities; (ii) individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board; (iii) consummation by the Company of a reorganization, merger, or consolidation, or sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets of another entity (a “Business Combination”), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the then outstanding shares of Common Stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (B) at least a majority of the members of the board of directors (or equivalent governing authority) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

1.2 Either Party may terminate this Agreement, effective immediately upon written notice to the other Party to this Agreement if the other Party materially breaches this Agreement (including, without limitation, due to failure to substantially perform under the terms of this Agreement or comply with any applicable laws, regulations, or bylaws in relation to COVID-19, any applicable government or public health directives, rules, or guidance in relation to COVID-19, or any Company policies, procedures, or rules with respect to COVID-19 health and safety), and such breach is incapable of cure, or with respect to a material breach capable of cure, the other Party does not cure such breach within ten (10) calendar days after receipt of written notice of such breach. In addition, this Agreement and the Term shall automatically terminate upon the death or Disability (as defined below) of the Contractor. In the event of a termination pursuant to this Section 5.2 by the Company due to the Contractor's material breach of this Agreement, the Contractor shall forfeit the Contractor's right to any unpaid portion of the Cash Fee. In the event of a termination pursuant to this Section 5.2 by the Contractor due to the Company's material breach of this Agreement, the Contractor shall be entitled to the Cash Fee for the remainder of the Term (to the extent unpaid). In the event of a termination pursuant to this Section 5.2 by the Contractor due to the Contractor's death or Disability, the Contractor will be eligible to receive a pro-rated portion of the Cash Fee subject to the completion of, or substantial progress having been made overall with respect to, the Services, as determined in the reasonable discretion of the Company. For purposes of this Agreement, "Disability" shall mean that the Contractor has experienced a "permanent and total disability" within the meaning of Section 22(e)(3) of the Code.

1.3 Any payment under Section 5.1 or Section 5.2 (except any payment made due to the Contractor's death) shall be subject to and conditioned upon the Contractor's (i) continued compliance with Section 2.3 and (ii) timely execution and delivery (without revocation) to the Company of a Release within twenty-one (21) days (or such longer period as may be required by law) after delivery of the form of Release by the Company.

1.4 Upon the earlier of (i) expiration or termination of this Agreement for any reason, or (ii) the Vice Chairman position being termination, or at any other time upon the Company's written request, the Contractor shall within three (3) business days after such expiration or termination:

- (a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for the Contractor's use by the Company;
- (b) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from the Contractor's computer systems; and
- (d) certify in writing to the Company that the Contractor has complied with the requirements of this Section 5.3.

1.5 The terms and conditions of Section 2.1, Section 2.2, Section 2.3, Section 3.1, Section 3.3, Section 5.3, Section 5.5, and ARTICLE VI shall survive the expiration or termination of this Agreement.

ARTICLE VI MISCELLANEOUS

1.1 Governing Law. This Agreement and all related documents including all schedules attached hereto and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of Texas (including its statutes of limitations and Tex. Bus. & Com. Code Ann. § 271.001 et seq.), without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. For specific performance and/or injunctive relief, it is agreed that any court of competent jurisdiction may also entertain an application by either Party.

1.2 Arbitration.

(a) Subject to Section 6.1, with respect to any claim for specific performance and/or injunctive relief, any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including the provision of services by the Contractor to the Company, shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by the American Arbitration Association in accordance with its Commercial Arbitration Rules as well as any requirements imposed by state law. The number of arbitrators shall be three (3). The place of arbitration shall be Houston, Texas. The language of the arbitration shall be English. Neither Party shall be entitled to seek, nor shall the arbitrator be empowered to award, punitive, consequential, exemplary, or indirect damages. The arbitration shall be conducted consistent with the rules, regulations, and requirements thereof, as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(b) Arbitration shall proceed only on an individual basis. The Parties waive the right to assert, participate in, or receive money or any other relief from any class, collective, or representative proceeding. Each Party shall only submit its own individual claims against the other and will not seek to represent the interests of any other person. Notwithstanding anything to the contrary in the Commercial Arbitration Rules of the American Arbitration Association, no arbitrator shall have jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between the Parties. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the Parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, or specific performance and/or injunctive relief, each of which shall be determined by a court of competent jurisdiction.

(c) Except for the Parties' legal fees, each Party shall be responsible for one-half the cost of the arbitration proceedings. Each Party shall be solely responsible for its own legal fees.

1.3 Assignment. This Agreement is personal to the Contractor, and the Contractor shall not assign any rights or delegate or subcontract any obligations under this Agreement. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

1.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have

been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section 6.4):

If to the Contractor:

Martin Houston
E-mail: _____@tellurainc.com

If to the Company:

Tellurian Inc.
Attn: Legal Department
1201 Louisiana Street, Suite 3100
Houston, Texas 77002
E-mail: _____@tellurianinc.com
For the purpose of expense reimbursement:

Tellurian Inc.
Attn: Accounts Payable
1201 Louisiana Street, Suite 3100
Houston, Texas 77002
E-mail: _____@tellurianinc.com

1.5 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

1.6 Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party, and any of the terms thereof may be waived, only by a written document signed by each Party or, in the case of waiver, by the Party or Parties waiving compliance. The failure or delay of either Party to insist upon the other Party's strict performance of the provisions in this Agreement or to exercise in any respect any right, power, privilege, or remedy provided for under this Agreement shall not operate as a waiver or relinquishment thereof.

1.7 Advice of Legal Counsel. Each Party acknowledges and represents that, in executing this Agreement, the Party has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any Party by reason of the drafting, revising, or preparation thereof.

1.8 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

1.9 Severability. If any term or provision of this Agreement, or the application thereof, is invalid, illegal, or unenforceable in any jurisdiction, (a) such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and (b) to the extent

permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent required for such term or provision to be enforceable.

1.10 Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts and by facsimile or in electronic signatures, each of which shall be deemed an original and all of which together shall constitute one instrument.

1.11 Recitals. The Recitals to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by its authorized officer on the date first above written.

TELLURIAN INC.

By: /s/ Octavio Simoes

Name: Octávio Simões
Title: President and Chief Executive Officer

MARTIN HOUSTON

By: /s/ Martin Houston

Name: Martin Houston
Tax ID#: ***_**_****

SCHEDULE 1

The Contractor shall work under the direction of the Company's Executive Chairman and will coordinate with the Company's Chief Executive Officer to provide the services described below (the "**Services**"):

- Serve as the Company's global ambassador and represent the Company at various conferences (including, but not limited to, the Gastech World Gas Conference, CERAWeek, and the LNGXX Series), speaking engagements, multimedia events, and high-level meetings with senior commercial principals and government officials;
- Organize and manage the Tellurian Advisory Board, which shall be made up of senior individuals in the energy industry and other relevant sectors and shall meet from time to time to discuss macroeconomic matters and informally report out on various elements of the Company's overall strategy;
- Maintain an active professional network for the benefit of the Company, which may include introductions to and the formulation and maintenance of relationships with key business and commercial personnel, as well as government officials in global markets;
- Maintain critical relationships with the Company's key suppliers, including Bechtel Oil & Gas, BakerHughes, market competitors, and sources of financing and liquidity;
- Participate in weekly meetings with the Company's commercial, strategy, and investor relations groups; as well as the Company's Executive Committee; and
- Provide such other services as requested by the Company's Executive Chairman.

The Contractor will continue to serve as the Vice Chairman of the Board and shall be entitled to appropriate compensation as determined by the Board from time to time.

CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT

I, Octávio M.C. Simões, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tellurian Inc.:
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

/s/ Octávio M.C. Simões

Octávio M.C. Simões

Chief Executive Officer

(as Principal Executive Officer)

Tellurian Inc.

CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT

I, L. Kian Granmayeh, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tellurian Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

/s/ L. Kian Granmayeh

L. Kian Granmayeh
Chief Financial Officer
(as Principal Financial Officer)
Tellurian Inc.

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Tellurian Inc. (the “Company”) on Form 10-Q for the quarter ended March 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Octávio M.C. Simões, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 4, 2022

/s/ Octávio M.C. Simões

Octávio M.C. Simões
Chief Executive Officer
(as Principal Executive Officer)
Tellurian Inc.

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Tellurian Inc. (the “Company”) on Form 10-Q for the quarter ended March 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, L. Kian Granmayeh, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 4, 2022

/s/ L. Kian Granmayeh

L. Kian Granmayeh
Chief Financial Officer
(as Principal Financial Officer)
Tellurian Inc.