

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, 2023

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

(Address of principal executive offices)

77002

(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 x 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 x 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, 2023, there were 562,808,897 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 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;
- attributes and 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

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, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 149,765	\$ 474,205
Accounts receivable	39,033	76,731
Prepaid expenses and other current assets	23,905	23,355
Total current assets	212,703	574,291
Property, plant and equipment, net	971,066	789,076
Other non-current assets	83,333	63,316
Total assets	\$ 1,267,102	\$ 1,426,683
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 9,867	\$ 4,805
Accrued and other liabilities	87,537	129,180
Borrowings	—	163,556
Total current liabilities	97,404	297,541
Long-term liabilities:		
Borrowings	382,866	382,208
Finance lease liabilities	122,112	49,963
Other non-current liabilities	19,177	24,428
Total long-term liabilities	524,155	456,599
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: 562,815,397 and 564,567,568 shares outstanding, respectively	5,458	5,456
Additional paid-in capital	1,648,387	1,647,896
Accumulated deficit	(1,008,363)	(980,870)
Total stockholders' equity	645,543	672,543
Total liabilities and stockholders' equity	\$ 1,267,102	\$ 1,426,683

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,	
	2023	2022
Revenues:		
Natural gas sales	\$ 50,935	\$ 25,989
LNG sales	—	120,951
Total revenue	50,935	146,940
Operating costs and expenses:		
Operating expenses	17,445	4,165
LNG cost of sales	—	131,662
Development expenses	12,057	17,665
Depreciation, depletion and amortization	22,187	4,021
General and administrative expenses	32,250	32,325
Total operating costs and expenses	83,939	189,838
Loss from operations	(33,004)	(42,898)
Interest expense, net	(4,010)	(2,280)
Loss on extinguishment of debt, net	(2,822)	—
Other income (expense), net	12,343	(21,428)
Loss before income taxes	(27,493)	(66,606)
Income tax	—	—
Net loss	\$ (27,493)	\$ (66,606)
Net loss per common share⁽¹⁾:		
Basic and diluted	\$ (0.05)	\$ (0.14)
Weighted-average shares outstanding:		
Basic and diluted	537,734	491,337

(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,	
	2023	2022
Total shareholders' equity, beginning balance	\$ 672,543	\$ 418,301
Preferred stock	61	61
Common stock:		
Beginning balance	5,456	4,774
Common stock issuances	—	454
Share-based compensation, net	2	1
Ending balance	5,458	5,229
Additional paid-in capital:		
Beginning balance	1,647,896	1,344,526
Common stock issuances	—	171,204
Share-based compensation, net	491	906
Share-based payments	—	395
Ending balance	1,648,387	1,517,031
Accumulated deficit:		
Beginning balance	(980,870)	(931,060)
Net loss	(27,493)	(66,606)
Ending balance	(1,008,363)	(997,666)
Total shareholders' equity, ending balance	\$ 645,543	\$ 524,655

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,	
	2023	2022
Cash flows from operating activities:		
Net loss	\$ (27,493)	(66,606)
Adjustments to reconcile Net loss to net cash used in operating activities:		
Depreciation, depletion and amortization	22,187	4,021
Amortization of debt issuance costs, discounts and fees	946	61
Share-based compensation	493	906
Share-based payments	—	396
Unrealized (gain) loss on financial instruments not designated as hedges	(546)	20,262
Loss on extinguishment of debt, net	2,822	—
Other	1,773	231
Net changes in working capital (Note 15)	(10,343)	(41,850)
Net cash used in operating activities	<u>(10,160)</u>	<u>(82,579)</u>
Cash flows from investing activities:		
Development of natural gas properties	(65,687)	(25,305)
Driftwood Project and other related pipelines construction costs	(62,479)	(24,500)
Land purchases and land improvements	—	(19,064)
Investment in unconsolidated entity	—	(6,089)
Note receivable	(18,000)	—
Capitalized internal use software and other assets	(1,303)	—
Net cash used in investing activities	<u>(147,468)</u>	<u>(74,958)</u>
Cash flows from financing activities:		
Proceeds from common stock issuances	—	176,974
Equity issuance costs	—	(5,316)
Borrowing proceeds	—	1,178
Borrowing issuance costs	—	(35)
Borrowing principal repayments	(166,666)	—
Other	(143)	(32)
Net cash provided by (used in) financing activities	<u>(166,809)</u>	<u>172,769</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	(324,437)	15,232
Cash, cash equivalents and restricted cash, beginning of period	508,468	307,274
Cash, cash equivalents and restricted cash, end of period	<u>\$ 184,031</u>	<u>\$ 322,506</u>
Supplementary disclosure of cash flow information:		
Interest paid	\$ 11,996	\$ 1,057

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

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 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.

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, 2022. The Condensed Consolidated Financial Statements, in the opinion of management, reflect all adjustments necessary for the fair presentation of the results for the periods presented. All adjustments are of a normal recurring nature unless otherwise disclosed.

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.

We are planning to meet our liquidity needs from cash on hand and the combined proceeds generated by our Upstream operations and the sale of common stock under our at-the-market equity offering program. We have determined that it is probable that such sources of liquidity will satisfy our obligations, fund working capital needs and allow us to remain compliant with our debt covenants for at least twelve months following the issuance of the financial statements. We also continue to evaluate generating additional proceeds from various other potential financing transactions, such as issuances of equity, equity-linked and debt securities, or similar transactions to fund our obligations and working capital needs.

We remain focused on the financing and construction of the Driftwood Project and related pipelines while managing our upstream assets.

NOTE 2 — PREPAID EXPENSES AND OTHER CURRENT ASSETS

Prepaid expenses and other current assets consist of the following (in thousands):

	March 31, 2023	December 31, 2022
Prepaid expenses	\$ 2,194	\$ 2,174
Deposits	270	172
Restricted cash	9,375	9,375
Derivative asset, net current (Note 5)	10,891	10,463
Other current assets	1,175	1,171
Total prepaid expenses and other current assets	<u>\$ 23,905</u>	<u>\$ 23,355</u>

Restricted Cash

Restricted cash as of March 31, 2023 and December 31, 2022 consists of approximately \$9.4 million held in escrow under the terms of the purchase and sale agreement for the acquisition of certain natural gas assets in the Haynesville Shale.

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

NOTE 3 — PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following (in thousands):

	March 31, 2023	December 31, 2022
Upstream natural gas assets:		
Proved properties	\$ 436,927	\$ 412,977
Wells in progress	102,239	55,374
Accumulated DD&A	(113,803)	(92,423)
Total upstream natural gas assets, net	425,363	375,928
Driftwood Project assets:		
Driftwood terminal construction in progress	350,739	292,734
Land and land improvements	53,664	52,460
Finance lease assets, net of accumulated DD&A	56,415	56,708
Buildings and other assets, net of accumulated DD&A	333	340
Total Driftwood Project assets, net	461,151	402,242
Fixed assets and other:		
Finance lease assets, net of accumulated DD&A	72,563	—
Leasehold improvements and other assets	14,462	12,672
Accumulated DD&A	(2,473)	(1,766)
Total fixed assets and other, net	84,552	10,906
Total property, plant and equipment, net	\$ 971,066	\$ 789,076

Driftwood Terminal Construction in Progress

During the three months ended March 31, 2023, we capitalized approximately \$58.0 million of directly identifiable project costs as construction in progress, inclusive of approximately \$3.5 million in capitalized interest.

NOTE 4 — OTHER NON-CURRENT ASSETS

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

	March 31, 2023	December 31, 2022
Land lease and purchase options	\$ —	\$ 300
Permitting costs	916	916
Right of use asset — operating leases	12,661	13,303
Restricted cash	24,891	24,888
Investment in unconsolidated entity	6,089	6,089
Note receivable	23,546	6,595
Driftwood pipeline materials and rights of way	14,040	9,136
Other	1,190	2,089
Total other non-current assets	\$ 83,333	\$ 63,316

Restricted Cash

Restricted cash as of March 31, 2023 and December 31, 2022, represents cash collateralization of a letter of credit associated with a finance lease.

Note Receivable

The Company issued an amended and restated promissory note due June 14, 2031 (the “Note Receivable”) to an unaffiliated entity engaged in the development of infrastructure projects in the energy industry. The outstanding principal balance of the Note Receivable as of March 31, 2023 was approximately \$23.5 million. The Promissory Note bears interest at a rate of 6.00%, which will be capitalized into the outstanding principal balance annually.

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

NOTE 5 — FINANCIAL INSTRUMENTS

Natural Gas Financial Instruments

The primary purpose of our commodity risk management activities is to hedge our exposure to cash flow variability from commodity price risk due to fluctuations in commodity prices. The Company uses natural gas financial futures and option contracts to economically hedge the commodity price risks associated with a portion of our expected natural gas production. The Company's open positions as of March 31, 2023 had notional volumes of approximately 4.5 Bcf, with maturities extending through October 2023.

LNG Financial Futures

During the year ended December 31, 2021, we entered into LNG financial futures 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, 2023, there were no open LNG financial instrument positions.

Contingent Consideration

On August 18, 2022, the Company completed the acquisition of certain natural gas assets in the Haynesville Shale basin (the "Asset Acquisition"). The Asset Acquisition included cash consideration payable to the sellers of \$7.5 million (the "Contingent Consideration") if the average NYMEX Henry Hub gas price for the contract delivery months beginning with August 2022 through March 2023 exceeded a specific threshold (the "Threshold") per MMBtu. The Threshold was not met and therefore, the Company is not obligated to pay the Contingent Consideration.

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,	
	2023	2022
Natural gas financial instruments:		
Realized gain (loss)	\$ 11,866	\$ (715)
Unrealized gain (loss)	428	(15,101)
LNG financial futures:		
Realized gain	—	3,532
Unrealized loss	—	5,161
Contingent Consideration:		
Realized gain	118	—

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, 2023	December 31, 2022
Current assets:		
Natural gas financial instruments	\$ 10,891	\$ 10,463
LNG financial futures	—	—
Current liabilities:		
Contingent Consideration	—	118

The Company's natural gas 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.

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

NOTE 6 — RELATED PARTY TRANSACTIONS

Related Party Contractor Service Fees and Expenses

The Company entered into a one-year independent contractor agreement, effective January 1, 2022, with Mr. Martin Houston, the Vice Chairman of the Company's Board of Directors. Pursuant to the terms and conditions of this agreement, the Company paid Mr. Houston a monthly fee of \$50.0 thousand plus approved expenses. In December 2022, the Company amended the independent contractor agreement to expire on the earlier of (i) termination of Mr. Houston and (ii) December 31, 2023, and to increase the monthly fee to \$55.0 thousand plus approved expenses. For the three months ended March 31, 2023, the Company paid Mr. Houston approximately \$110.0 thousand for contractor service fees and expenses. There were no amounts paid for the same period in 2022 as the agreement was executed on March 30, 2022, with an effective date of January 1, 2022. As of March 31, 2023 and 2022, balances of approximately \$55.0 thousand and \$175.0 thousand, respectively, were owed to Mr. Houston.

NOTE 7 — ACCRUED AND OTHER LIABILITIES

Accrued and other liabilities consist of the following (in thousands):

	March 31, 2023	December 31, 2022
Upstream accrued liabilities	56,704	71,977
Payroll and compensation	12,915	37,329
Accrued taxes	1,020	730
Driftwood Project and related pipelines development activities	3,507	4,423
Lease liabilities	3,706	2,875
Accrued interest	3,293	5,793
Other	6,392	6,053
Total accrued and other liabilities	<u>\$ 87,537</u>	<u>\$ 129,180</u>

NOTE 8 — BORROWINGS

The Company's borrowings consist of the following (in thousands):

	March 31, 2023		
	Principal repayment obligation	Unamortized debt issuance costs	Carrying value
Senior Secured Convertible Notes, current	\$ —	\$ —	\$ —
Senior Secured Convertible Notes, non-current	333,334	(5,644)	327,690
Senior Notes due 2028	57,678	(2,502)	55,176
Total borrowings	<u>\$ 391,012</u>	<u>\$ (8,146)</u>	<u>\$ 382,866</u>

	December 31, 2022		
	Principal repayment obligation	Unamortized debt issuance costs	Carrying value
Senior Secured Convertible Notes, current	\$ 166,666	\$ (3,110)	\$ 163,556
Senior Secured Convertible Notes, non-current	333,334	(6,219)	327,115
Senior Notes due 2028	57,678	(2,585)	55,093
Total borrowings	<u>\$ 557,678</u>	<u>\$ (11,914)</u>	<u>\$ 545,764</u>

Amortization of the Company's DFC is a component of Interest expense, net in the Company's Consolidated Statements of Operations. The Company amortized approximately \$0.9 million and \$0.1 million during the three months ended March 31, 2023, and 2022, respectively.

Senior Secured Convertible Notes due 2025

On June 3, 2022, we issued and sold \$500.0 million aggregate principal amount of 6.00% Senior Secured Convertible Notes due May 1, 2025 (the "Convertible Notes" or the "Notes"). Net proceeds from the Convertible Notes were approximately \$488.7 million after deducting fees and expenses. The Convertible Notes have quarterly interest payments due on February 1,

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

May 1, August 1, and November 1 of each year and on the maturity date. Debt issuance costs of approximately \$11.5 million were capitalized and are being amortized over the full term of the Notes using the effective interest rate method.

The holders of the Convertible Notes have the right to convert the Notes into shares of our common stock at an initial conversion rate of 174.703 shares per \$1,000 principal amount of Notes (equivalent to a conversion price of approximately \$5.724 per share of common stock) (the “Conversion Price”), subject to adjustment in certain circumstances. Holders of the Convertible Notes may force the Company to redeem the Notes for cash upon (i) a fundamental change or (ii) an event of default.

The Company will force the holders of the Convertible Notes to convert all of the Notes if the trading price of our common stock closes above 200% of the Conversion Price for 20 consecutive trading days and certain other conditions are satisfied. The Company may provide written notice to each holder of the Notes calling all of such holder’s Notes for a cash purchase price equal to 120% of the principal amount being redeemed, plus accrued and unpaid interest (the “Optional Redemption”), and each holder will have the right to accept or reject such Optional Redemption.

On each of May 1, 2023 and May 1, 2024, the holders of the Convertible Notes may redeem up to \$166.7 million of the initial principal amount of the Notes at par, plus accrued and unpaid interest (the “Redemption Amount”). On March 27, 2023, the holders of the Convertible Notes delivered to the Company notice to redeem \$166.7 million of the initial principal amount of the Notes at par, plus accrued interest (the “Redemption Amount”). On March 28, 2023, the Company irrevocably deposited the Redemption Amount of approximately \$169.1 million in order to satisfy the redemption and retirement of \$166.7 million principal amount of the Convertible Notes, plus accrued interest. As a result of the Company’s payment of the Redemption Amount prior to the Convertible Notes’ contractual maturity, the Company wrote off approximately \$2.8 million of prorated unamortized debt issuance costs, which was recognized within Loss on extinguishment of debt, net, on our Condensed Consolidated Statements of Operations.

Our borrowing obligations under the Convertible Notes are collateralized by a first priority lien on the Company’s equity interests in Tellurian Production Holdings LLC (“Tellurian Production Holdings”), a wholly owned subsidiary of Tellurian Inc. Tellurian Production Holdings owns all of the Company’s upstream natural gas assets described in Note 3, *Property, Plant and Equipment*. Upon the Company’s compliance with its obligations in respect of an Optional Redemption (regardless of whether holders accept or reject the redemption), the lien on the equity interests in Tellurian Production Holdings will be automatically released. The Notes contain a minimum cash covenant of \$100.0 million and non-financial covenants. As of March 31, 2023, we remained in compliance with all covenants under the Notes.

As of March 31, 2023, the estimated fair value of the non-current Convertible Notes was approximately \$280.7 million. The Level 3 fair value was estimated based on inputs that are observable in the market or that could be derived from, or corroborated with, observable market data, including our stock price and inputs that are not observable in the market.

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. As of March 31, 2023, the Company was in compliance with all covenants under the indenture governing the Senior Notes. The Senior Notes are listed and trade on the NYSE American under the symbol “TELZ,” and are classified as Level 1 within the fair value hierarchy. As of March 31, 2023, the closing market price was \$16.70 per Senior Note.

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. During 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. On December 30, 2022, the Company terminated the at-the-market debt offering program.

NOTE 9 — COMMITMENTS AND CONTINGENCIES

Trade Finance Credit Line

On July 19, 2021, we entered into an uncommitted trade finance credit line for up to \$30.0 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, 2023, no amounts were drawn under this credit line.

Minimum Volume Commitments

The Company is expected to be subject to gas gathering agreements in the near-term with two third-party companies that are constructing gathering systems in the Haynesville Shale. Upon the in-service date of these gathering systems, the Company will have dedicated gathering capacity for a portion of the Upstream segment's future natural gas production. The contracts will require us to make deficiency payments to the extent the Company does not meet the minimum volume commitments per the terms of each contract. As of March 31, 2023, we were not subject to any material volume delivery commitments.

NOTE 10 — STOCKHOLDERS' EQUITY

At-the-Market Equity Offering Programs

We maintain at-the-market equity offering programs pursuant to which we 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. On December 30, 2022, the Company terminated the Company's then-existing at-the-market equity offering programs.

On December 30, 2022, the Company entered into a new at-the-market equity offering program pursuant to which the Company may sell shares of its common stock from time to time on the NYSE American for aggregate sales proceeds of up to \$500.0 million. We did not sell any shares under this program during the quarter ended March 31, 2023. As of March 31, 2023, there were approximately 103.4 million shares available for issuance under the at-the-market equity offering program.

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 Oil, Gas and Chemicals, Inc., a Delaware corporation, 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 LSTK EPC Agreement for the Driftwood LNG Phase 1 Liquefaction Facility, dated as of November 10, 2017, 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 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 made 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, 2023, there was no Restricted Stock that would be required to be settled in cash.

As of March 31, 2023, we had approximately 25.4 million shares of primarily performance-based Restricted Stock outstanding, of which approximately 14.8 million shares will vest entirely at FID, as defined in the award agreements, and approximately 10.0 million shares will vest in one-third increments at FID and the first and second anniversaries of FID. The remaining shares of primarily performance-based Restricted Stock, totaling approximately 0.6 million shares, will vest based on other criteria. As of March 31, 2023, no expense had been recognized in connection with performance-based Restricted Stock.

For the three months ended March 31, 2023 and 2022, the recognized share-based compensation expenses related to all share-based awards totaled approximately \$0.5 million and \$0.9 million, respectively. As of March 31, 2023, unrecognized compensation expenses, based on the grant date fair value, for all share-based awards totaled approximately \$173.6 million. Further, approximately 25.4 million shares of primarily performance-based Restricted Stock, as well as approximately 10.9 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.

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

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. ICP awards may be earned with respect to each calendar year and are determined based on guidelines established by the Compensation Committee of the Company’s Board of Directors.

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 Compensation Committee 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 the grant date and the first and second anniversaries of the grant date. Non-vested tracking unit awards as of March 31, 2023 and awards granted during the period were as follows:

	Number of Tracking Units (in thousands)		Price per Tracking Unit
Balance at January 1, 2023	12,719	\$	1.68
Granted	—		—
Vested	(6,359)		2.13
Forfeited	(322)		1.49
Unvested balance at March 31, 2023	<u>6,038</u>	\$	<u>1.23</u>

LTI awards under the ICP were granted in February 2023 in the form of “tracking units,” at the discretion of the Compensation Committee of the Company’s Board of Directors (the “2022 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 the grant date and the first and second anniversaries of the grant date. Non-vested tracking unit awards as of March 31, 2023 and awards granted during the period were as follows:

	Number of Tracking Units (in thousands)		Price per Tracking Unit
Balance at January 1, 2023	—		—
Granted	14,789	\$	2.10
Vested	(4,930)		1.63
Forfeited	(417)		1.49
Unvested balance at March 31, 2023	<u>9,442</u>	\$	<u>1.23</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 and the 2022 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 and the 2022 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, 2023, we recognized approximately \$1.5 million in compensation expense for the third tranche of the 2021 LTI Award and the second and third tranches of the 2022 LTI Award. 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, 2023 and December 31, 2022. Accordingly, we have not recorded a provision for federal, state or foreign income taxes during the three months ended March 31, 2023.

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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.

NOTE 14 — LEASES

Our Driftwood Project 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 other land leases are classified as finance leases and include one or more options to extend the lease term for up to 69 years or to terminate the lease within seven years, at our sole discretion. We are reasonably certain that those options and termination rights will not be exercised, and we have, therefore, excluded 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 Condensed Consolidated Balance Sheets (in thousands):

Leases	Condensed Consolidated Balance Sheets Classification	March 31, 2023	December 31, 2022
Right of use asset			
Operating	Other non-current assets	\$ 12,661	\$ 13,303
Finance	Property, plant and equipment, net	128,977	56,708
Total leased assets		\$ 141,638	\$ 70,011
Liabilities			
Current			
Operating	Accrued and other liabilities	\$ 2,880	\$ 2,734
Finance	Accrued and other liabilities	827	140
Non-current			
Operating	Other non-current liabilities	11,375	12,148
Finance	Finance lease liabilities	122,112	49,963
Total leased liabilities		\$ 137,194	\$ 64,985

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

Lease Costs	Three months ended	
	2023	2022
Operating lease cost	\$ 869	\$ 685
Finance lease cost		
Amortization of lease assets	709	294
Interest on lease liabilities	1,948	994
Finance lease cost	\$ 2,657	\$ 1,288
Total lease cost	\$ 3,526	\$ 1,973

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

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

	December 31,	
	2023	2022
Lease term and discount rate		
Weighted average remaining lease term (years)		
Operating lease	4.3	4.5
Finance lease	36.8	48.4
Weighted average discount rate		
Operating lease	6.2 %	6.2 %
Finance lease	8.6 %	9.4 %

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

	Three months ended March 31,	
	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 974	\$ 743
Operating cash flows from finance leases	\$ 807	\$ —
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, 2023 (in thousands):

	Operating	Finance
2023	\$ 2,728	\$ 7,869
2024	3,850	10,491
2025	3,893	10,491
2026	3,914	10,491
2027	1,666	10,491
After 2027	275	332,826
Total lease payments	\$ 16,326	\$ 382,659
Less: discount	2,071	259,721
Present value of lease liability	\$ 14,255	\$ 122,938

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,	
	2023	2022
Accounts receivable	\$ 37,698	\$ (5,396)
Prepaid expenses and other current assets ¹	(1,560)	(14,595)
Accounts payable	5,061	4,950
Accounts payable due to related parties	—	175
Accrued liabilities ¹	(51,542)	(27,810)
Other, net	—	826
Net changes in working capital	\$ (10,343)	\$ (41,850)

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

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

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

	Three Months Ended March 31,	
	2023	2022
Non-cash accruals of property, plant and equipment and other non-current assets	\$ 4,589	\$ 10,931

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,	
	2023	2022
Cash and cash equivalents	\$ 149,765	\$ 295,728
Current restricted cash	9,375	3,000
Non-current restricted cash	24,891	23,778
Total cash, cash equivalents and restricted cash shown in the statements of cash flows	<u>\$ 184,031</u>	<u>\$ 322,506</u>

NOTE 16 — DISCLOSURES ABOUT SEGMENTS AND RELATED INFORMATION

The Upstream segment is organized and operates to produce, gather and deliver natural gas and to acquire and develop natural gas assets. The Midstream segment is organized to develop, construct and operate LNG terminals and pipelines. The Marketing & Trading segment is organized and operates to purchase and sell natural gas produced primarily by the Upstream segment, market the Driftwood terminal's LNG production capacity and trade LNG. These operating segments represent the Company's reportable segments. The remainder of our business is presented as "Corporate," and consists of corporate costs and intersegment eliminations. The Company's Chief Operating Decision Maker does not currently assess segment performance or allocate resources based on a measure of total assets. Accordingly, a total asset measure has not been provided for segment disclosure.

Three Months Ended March 31, 2023	Upstream		Midstream		Marketing & Trading		Corporate		Consolidated	
Revenues from external customers ⁽¹⁾	\$	3,854	\$	—	\$	47,081	\$	—	\$	50,935
Intersegment revenues (purchases) ⁽²⁾⁽³⁾		47,081		(1,355)		(43,198)		(2,528)		—
Segment operating profit (loss) ⁽⁴⁾		(2,987)		(17,715)		(2,736)		(9,566)		(33,004)
Interest income (expense), net		225		(252)		1		(3,984)		(4,010)
Loss on extinguishment of debt, net		—		—		—		(2,822)		(2,822)
Other income (expense), net		118		—		12,329		(104)		12,343
Consolidated loss before tax									<u>\$</u>	<u>(27,493)</u>

Three Months Ended March 31, 2022	Upstream		Midstream		Marketing & Trading		Corporate		Consolidated	
Revenues from external customers ⁽¹⁾	\$	—	\$	—	\$	146,940	\$	—	\$	146,940
Intersegment revenues (purchases) ⁽²⁾		25,989		—		(17,711)		(8,278)		—
Segment operating profit (loss) ⁽⁴⁾		4,596		(17,783)		(12,291)		(17,420)		(42,898)
Interest expense, net		—		(995)		(454)		(831)		(2,280)
Other income (expense), net		—		—		(22,012)		584		(21,428)
Consolidated loss before tax									<u>\$</u>	<u>(66,606)</u>

⁽¹⁾ The Marketing & Trading segment markets to third party-purchasers most of the Company's natural gas production from the Upstream segment.

⁽²⁾ The Marketing & Trading segment purchases most of the Company's natural gas production from the Upstream segment. Intersegment revenues are eliminated at consolidation.

⁽³⁾ Intersegment revenues related to the Marketing & Trading segment are a result of cost allocations to the Corporate component using a cost plus transfer pricing methodology. Intersegment revenues are eliminated at consolidation.

⁽⁴⁾ Operating profit (loss) is defined as operating revenues less operating costs and allocated corporate costs.

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Capital expenditures	Three Months Ended March 31,	
	2023	2022
Upstream	\$ 66,059	\$ 25,305
Midstream	62,459	43,564
Marketing & Trading	490	—
Total capital expenditures for reportable segments	<u>129,008</u>	<u>68,869</u>
Corporate capital expenditures	460	—
Consolidated capital expenditures	<u>\$ 129,468</u>	<u>\$ 68,869</u>

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." As of March 31, 2023, our upstream natural gas assets consisted of 30,915 net acres and interests in 152 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 upstream acreage. We remain focused on the financing and construction of the Driftwood Project and related pipelines while managing our upstream assets.

We manage and report our operations in three reportable segments. The Upstream segment is organized and operates to produce, gather, and deliver natural gas and to acquire and develop natural gas assets. The Midstream segment is organized to develop, construct and operate LNG terminals and pipelines. The Marketing & Trading segment is organized and operates to purchase and sell natural gas produced primarily by the Upstream segment, market the Driftwood terminal's LNG production capacity and trade LNG.

We continue to evaluate the scope and other aspects of our Business in light of the evolving economic environment, dynamics of the global political landscape, 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

Binding Letter of Intent

On April 4, 2023, the Company entered into a binding letter of intent (the "LOI") regarding the sale and leaseback of approximately 800 acres of land (the "Property") to be used for the proposed Driftwood Project. The transaction will consist of the sale of our interests in the Property for \$1.0 billion pursuant to a purchase and sale agreement (the "Purchase Agreement") and a 40-year lease of the Property to us. The LOI contemplates that the parties will use commercially reasonable efforts to finalize the transaction on or before July 14, 2023, subject to the satisfaction of the closing conditions in the Purchase Agreement including our ability to secure financing commitments for Phase 1 of the Driftwood terminal.

Debt Reductions

During the first quarter of 2023, we repaid a total of approximately \$166.7 million in principal balance of our borrowing obligations.

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 \$149.8 million of cash and cash equivalents as of March 31, 2023. We currently maintain an at-the-market equity offering program pursuant to which we may sell our common stock from time to time. The Company could raise approximately \$181.6 million of gross sales proceeds of the \$500.0 million authorized under the at-the-market equity offering program based on the closing trading price of our common stock as of May 1, 2023 and the number of available shares.

As of March 31, 2023, we had total indebtedness of approximately \$391.0 million. The holders of the Convertible Notes may redeem up to an additional \$166.7 million on May 1, 2024. We also had contractual obligations associated with our finance and operating leases totaling \$399.0 million, of which \$14.2 million is scheduled to be paid within the next twelve months.

We are planning to meet our liquidity needs from cash on hand and the combined proceeds generated by our Upstream operations and the sale of common stock under our at-the-market equity offering program. We have determined that it is probable that such sources of liquidity will satisfy our obligations, fund working capital needs and allow us to remain compliant with our debt covenants for at least twelve months following the issuance of the financial statements. We also continue to evaluate generating additional proceeds from various other potential financing transactions, such as issuances of equity, equity-linked and debt securities, or similar transactions to fund our obligations and working capital needs.

We remain focused on the financing and construction of the Driftwood Project and related pipelines while managing our upstream assets.

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,	
	2023	2022
Cash used in operating activities	\$ (10,160)	\$ (82,579)
Cash used in investing activities	(147,468)	(74,958)
Cash (used in) provided by financing activities	(166,809)	172,769
Net (decrease) increase in cash, cash equivalents and restricted cash	(324,437)	15,232
Cash, cash equivalents and restricted cash, beginning of the period	508,468	307,274
Cash, cash equivalents and restricted cash, end of the period	<u>\$ 184,031</u>	<u>\$ 322,506</u>
Net working capital	<u>\$ 115,299</u>	<u>\$ 251,443</u>

Cash used in operating activities for the three months ended March 31, 2023 decreased by approximately \$72.4 million due to an overall decrease in disbursements in the normal course of business.

Cash used in investing activities for the three months ended March 31, 2023 increased by approximately \$72.5 million compared to the same period in 2022. This increase was primarily due to increased spending on natural gas development activities of approximately \$65.7 million in the current period, as compared to approximately \$25.3 million in the prior period. This increase was also due to the funding of Driftwood Project construction activities of approximately \$62.5 million in the current period, as compared to approximately \$43.5 million of funding of Driftwood Project construction activities and land purchases and land improvements in the prior period.

Cash (used in) provided by financing activities for the three months ended March 31, 2023 decreased by approximately \$339.6 million compared to the same period in 2022. This decrease is primarily due to approximately \$166.7 million in borrowing principal repayments in the current period as compared to \$172.8 million in net proceeds from debt and equity issuances in the prior period. See Note 8, *Borrowings* and Note 10, *Stockholders' Equity*, of our Notes to the Condensed Consolidated Financial Statements for additional information about our financing activities.

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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 completion risks and delays. 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. In March 2022, we issued a limited notice to proceed to Bechtel under our Phase 1 EPC Agreement and commenced the construction of Phase 1 of the Driftwood terminal in April 2022.

We currently estimate the total cost of the Driftwood Project as well as related pipelines to be approximately \$25.0 billion, including owners' costs, transaction costs and contingencies but excluding interest costs incurred during construction and other financing costs. 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 basin. We intend to pursue potential acquisitions of such assets, or public or private companies that own such assets. We 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 for the construction of the Driftwood terminal, natural gas activities, 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 are and will continue to be significant, 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 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.

Results of Operations

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

	Three Months Ended March 31,	
	2023	2022
Natural gas sales	\$ 50,935	\$ 25,989
LNG sales	—	120,951
Total revenue	50,935	146,940
Operating expenses	17,445	4,165
LNG cost of sales	—	131,662
Development expenses	12,057	17,665
Depreciation, depletion and amortization	22,187	4,021
General and administrative expenses	32,250	32,325
Loss from operations	(33,004)	(42,898)
Interest expense, net	(4,010)	(2,280)
Loss on extinguishment of debt, net	(2,822)	—
Other income (expense), net	12,343	(21,428)
Income tax benefit (provision)	—	—
Net loss	\$ (27,493)	\$ (66,606)

The most significant changes affecting our results of operations for the three months ended March 31, 2023 compared to the same period in 2022, on a consolidated basis and by segment, are the following:

Upstream

- Increase of approximately \$24.9 million in Natural gas sales as a result of higher production volumes attributable to the acquisition of natural gas properties in 2022 and newly drilled and completed wells during 2023 and 2022, partially offset by lower realized natural gas prices.

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

- Increase of approximately \$13.3 million in Operating expenses primarily as a result of higher natural gas production volumes.
- Increase of approximately \$18.2 million in DD&A primarily attributable to a higher asset net book value utilized in the calculation of DD&A due to the acquisition of natural gas properties in 2022, increased capital expenditures during 2022 and 2023 and higher natural gas production volumes during the current period.

Marketing & Trading

- Decrease of approximately \$121.0 million and approximately \$131.7 million in LNG sales and LNG cost of sales, respectively, as a result of the absence of an LNG cargo that was sold during the first quarter of 2022.
- Increase of approximately \$33.8 million in Other income (expense), net primarily attributable to approximately \$11.9 million of realized gains on the settlement of natural gas financial instruments and \$0.4 million unrealized gain on natural gas financial instruments due to changes in the fair value of the Company's derivative instruments during the current period as compared to \$0.7 million of realized loss and \$15.1 million of unrealized loss on natural gas financial instruments in the prior period.

- **Midstream**

- Decrease of approximately \$5.6 million in Development expenses primarily attributable to the capitalization of directly identifiable Driftwood terminal project costs as construction in progress during the current period, which were expensed in the prior period.

Consolidated

- Increase of approximately \$1.7 million in Interest expense, net due to increased interest charges as a result of higher outstanding borrowing obligations during 2023 as compared to 2022. The increase in Interest expense, net was partially offset by approximately \$3.5 million of capitalized interest and \$4.0 million of interest income during 2023. For further information regarding the Company's outstanding borrowing obligations, see Note 8, *Borrowings*, of our Notes to the Condensed Consolidated Financial Statements.
- Increase of approximately \$2.8 million in Loss on extinguishment of debt due to the repayment of approximately \$166.7 million of the Company's Convertible Notes, which resulted in the write-off of approximately \$2.8 million of unamortized debt issuance costs.

As a result of the foregoing, our consolidated Net loss was approximately \$27.5 million for the three months ended March 31, 2023, compared to a Net loss of approximately \$66.6 million during the same period in 2022.

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, 2023. 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, 2022 for a discussion of our critical accounting estimates and accounting policies.

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

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The primary market risk relating to our financial instruments is the volatility in market prices for our natural gas production. We use financial instruments to reduce cash flow variability due to fluctuations in the prices of natural gas. The market price risk is offset by the gain or loss recognized upon the related sale of the production that is financially protected. Refer to Note 5, *Financial Instruments*, of the Condensed Consolidated Financial Statements included in this Quarterly Report for additional details about our financial instruments and their fair value. To quantify the sensitivity of the fair value of the Company's financial instruments to changes in underlying commodity prices, management modeled a 10% increase and decrease in the commodity price for natural gas prices, as follows (in millions):

	As of March 31, 2023	10% Increase	10% Decrease
Natural gas financial instruments	\$ 10,891	\$ 9,768	\$ 12,042

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, 2023. 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, 2022, other than as follows:

Our Executive Chairman, Charif Souki, has personal investments and interests that have at times become interrelated with the interests of the Company. These investments and interests may result in conflicts of interest or other impacts on the Company.

Mr. Souki has a variety of personal business interests and actions taken in his personal capacity have in some cases affected the Company. For example, in April 2023, the Company became aware of certain facts and claims associated with outstanding loan agreements (the "Souki Loans") between UBS O'Connor LLC ("UBS O'Connor"), Mr. Souki, and certain entities related to Mr. Souki (collectively, "Souki") included in a lawsuit filed in a New York state court by Souki against UBS O'Connor. In the lawsuit, Souki asserts claims for, among other things, breach of the duty of good faith and fair dealing and breach of contract in connection with UBS O'Connor's foreclosure on certain assets held as collateral under the Souki Loans, including certain shares of the Company's stock. In particular, Souki has alleged, among other things, that Souki and UBS O'Connor agreed in 2020 to approach the renegotiation of the terms of the Souki Loans and the Tellurian Loan "holistically", an agreement that was not disclosed to the Company. Accordingly, this situation may have created a conflict of interest between Mr. Souki's interests and those of the Company. In addition, pledged shares for the Souki Loans were foreclosed upon in 2023 and sold into the market, which may have caused a significant decrease in the Company's stock price. These and other actions taken by or involving Mr. Souki in his personal capacity may have an impact on the Company. Policies and procedures designed to mitigate potential conflicts of interest are subject to inherent limitations and may not result in all such conflicts being identified and addressed in a timely manner.

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, 2023.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None that occurred during the three months ended March 31, 2023.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1	Amendment No. 2 of LNG Sale and Purchase Agreement, effective as of January 27, 2023, by and between Driftwood LNG LLC and Gunvor Singapore Pte Ltd (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 27, 2023)
10.2*††	Change Order CO-011, dated as of February 27, 2023, 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 Energy Inc. (formerly known as Bechtel Oil, Gas and Chemicals, Inc.)
10.3*†‡	Separation Agreement and General Release, dated as of March 5, 2023, by and between Tellurian Inc. and L. Kian Granmayeh
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, 2023, formatted in Inline XBRL

* Filed herewith.

** Furnished herewith.

†† 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.

‡ Certain schedules or similar attachments to this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The registrant hereby agrees to furnish supplementally to the Securities and Exchange Commission upon request a copy of any omitted schedule or attachment to this exhibit.

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 3, 2023

By: /s/ Khaled A. Sharafeldin
Khaled A. Sharafeldin
Chief Accounting Officer and interim Chief Financial Officer
(as Principal Accounting and Financial 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. 2

Date: February 27, 2023

Via Signed PDF and Overnight Courier

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

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 (as further amended, supplemented, or otherwise modified by change order or supplemental agreement from time to time in accordance with its provisions prior to the date hereof, 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. 2 ("LNTP No. 2") from Owner to Contractor authorizing Contractor to proceed with the LNTP No. 2 Work described in the attached Change Order Number 011 ("CO-011") and authorized by this LNTP No. 2 pursuant to the terms and conditions of the Agreement.

For and on behalf of
DRIFTWOOD LNG LLC

By: _____
[REDACTED]

By its signature hereto, the undersigned hereby acknowledges and accepts this LNTP No. 2.

For and on behalf of
BECHTEL ENERGY INC.

By: _____
[REDACTED]

cc: Bechtel Energy Inc.
3000 Post Oak Boulevard
Houston, Texas 77056
Attn: [REDACTED]

CHANGE ORDER

PROJECT NAME: Driftwood LNG Phase 1

OWNER: Driftwood LNG LLC

CONTRACTOR: Bechtel Energy Inc.

DATE OF AGREEMENT: November 10, 2017

CHANGE ORDER NUMBER: CO-011

DATE OF CHANGE ORDER: February 27, 2023

The Agreement between the Parties is changed as follows:

Per Sections 5.1 and 6.1B of the Agreement, the Parties agree to enter into this CO-011 modifying the Agreement and defining the LNTP No. 2 Work as detailed below:

I. AGREEMENT TERM LIMIT

A. Scope Adjustments

None.

B. Agreement Terms Modifications

The Parties agree that Section 5.2C.1 of the Agreement is modified (blue text are additions and red text are deletions) as follows:

“1. In the event Owner fails to issue the NTP in accordance with Section 5.2B by May 1, 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 [***]. Cost relief includes impacts caused by External Factors (defined below) after [***]. 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 [***] and before NTP.”

The Parties agree that Section 16.2C.2 of the Agreement is modified (blue text are additions and red text are deletions) as follows:

“If this Agreement is terminated (a) prior to issuance of NTP and (b) after May 1, 2022, and on or before ~~March 31, 2023~~ March 1, 2024, 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 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 [***] (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. INSURANCE

A. Scope Adjustments

None.

B. Agreement Terms Modifications

The Parties agree that the following new clause is added at the end of Section 5.2B of the Agreement (blue text are additions and red text are deletions):

“7. The Parties’ agreement upon modifications to the Agreement with the effect of (i) tying the sum insured of Builder’s Risk insurance required to be maintained by Contractor to the sum insured of Builder’s Risk insurance reasonably available in the commercial insurance market no later than NTP; (ii) allowing Owner to reduce the sum insured (including any sub-limits or aggregate limits) of Builder’s Risk insurance otherwise obtained by Contractor and insure or self-insure such risk; (iii) requiring Owner to bear the risk of loss for physical loss or damage to the Phase 1 Liquefaction Facility and/or Work in excess of the Builder’s Risk insurance obtained by Contractor for such physical loss or damage pursuant to the preceding clauses (i) and (ii); and (iv) clarifying Contractor’s entitlement to a Change Order upon the occurrence of physical loss or damage for which Owner bears the risk of loss, including the associated timing for payment of funds to Contractor, which may be addressed in Section 8.2.A under Contractor’s Change Order entitlement for excepted risk in such circumstances.”

C. Commercial Impacts

None.

III. OWNER RESPONSIBILITIES

Prior to Contractor’s commencement of the Work specified in Exhibit B (*LNTP No. 2 Work*) to this CO-011 (“*LNTP No. 2 Work*”), 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 LNTP No. 2 Work until the following conditions have been met:

- 1) Owner has furnished to Contractor documentation which demonstrates that Owner has sufficient funds in an amount equal to [***] U.S. Dollars (U.S. \$[***]) to fulfill its payment obligations, including any Demobilization Fees payable by Owner under Section IV.D to this CO-011, in connection with Contractor’s performance of LNTP No. 2 Work or that Owner has obtained financing from one or more Lenders to fulfill its payment obligations in connection with LNTP No. 2 Work;
- 2) The Monthly Payment for Month 1 identified in Exhibit C (*LNTP No. 2 Payment Schedule*) to this CO-011 has been received by Contractor in cleared funds;
- 3) Owner has obtained all Owner Permits that are necessary for performance of the LNTP No. 2 Work or if Owner has not obtained all such Owner Permits at the commencement of LNTP No. 2 Work, by issuance of this LNTP No. 2, Owner commits to obtain any such remaining Owner Permits in such time so as to not delay the performance of such LNTP No. 2 Work; and
- 4) Owner shall be in compliance with its other obligations set forth in Article 4 of the Agreement as necessary for the performance of the LNTP No. 2 Work.

A. Scope Modifications

None with respect to Owner responsibilities.

B. Agreement Terms Modifications



None.

C. Commercial Impacts

None.

IV. LIMITED NOTICE TO PROCEED NO. 2 (LNTP No. 2)

A. LNTP No. 2 WORK SCHEDULE

Subject to Section III above, Contractor will:

- 1) commence with the performance of the LNTP No. 2 Work on March 1, 2023; and
- 2) use reasonable efforts to achieve completion of LNTP No. 2 Work by [***].

Within sixty (60) Days after this LNTP No. 2 is issued, Contractor shall prepare and submit to Owner a CPM Schedule including the information and meeting the requirements set forth in Exhibit D (*LNTP No. 2 Reporting Requirements*) to this CO-011.

1. Agreement Schedule Modifications

None.

2. Agreement Terms Modifications

None.

3. Commercial Impacts

None.

B. SCOPE OF LNTP No. 2 WORK

1. LNTP No. 2 Site

For the purpose of the LNTP No. 2 Work and subject to the terms of the Agreement including Section 3.24, Owner shall, at LNTP No. 2 commencement as defined in Section III above, provide Contractor with access to and care and custody of the LNTP No. 2 Site, and such access shall be sufficient to permit Contractor to progress with the LNTP No. 2 Work on a continuous basis without material interruption or interference by others in accordance with Section 4.3A of the Agreement.

Pursuant to Section 4.5 of the Agreement, Owner has provided to Contractor in Exhibit A (*LNTP No. 2 Site Legal Description and Survey*) to this CO-011 (i) the legal description of the Site for the LNTP No. 2 Work ("*LNTP No. 2 Site*"); and (ii) a survey of the LNTP No. 2 Site showing the boundaries of the LNTP No.2 Site and one survey control point. Contractor has received and reviewed the provided legal description and survey of the LNTP No.2 Site and determined that Owner has satisfied such obligation and that no adjustments are required for Contractor to perform the LNTP No. 2 Work in accordance with the requirements of the Agreement (as amended by this CO-011). To the extent any existing above-ground structures or utilities are shown in the survey, Contractor shall independently verify the locations of such existing structures and utilities.

2. Scope of LNTP No. 2 Work

The LNTP No. 2 Work is defined in Exhibit B to this CO-011. If: (i) Contractor does not complete the LNTP No. 2 Work by the completion date identified in Section IV.A of this CO-011; (ii) the Monthly Payment for all months identified in Exhibit C to this CO-011 have been received by Contractor in cleared funds; and (iii) Contractor has not received further Limited Notice to Proceed or Notice to Proceed from Owner, then, as Owner's sole remedy, Contractor agrees to either (y) credit Owner for all incomplete LNTP No. 2 Work for which Owner compensated Contractor based on Contractor's reasonable opinion of such incomplete Work and assign all dredging Subcontracts to Owner if the Parties

mutually agree (both acting reasonably), or (z) absent such mutual agreement, complete the LNTP No. 2 Work. For the avoidance of doubt, Contractor reserves the right to complete the LNTP No. 2 Work in its sole discretion. If Contractor has received further Limited Notice to Proceed or Notice to Proceed from Owner, then, subject to the Parties' rights under the Agreement, the Parties agree that Owner shall have fully compensated Contractor for the completion of all LNTP No. 2 Work and Contractor agrees to complete all incomplete LNTP No. 2 Work as part of the Work under such Limited Notice to Proceed or Notice to Proceed.

Contractor shall comply with Exhibit D to this CO-011, which the Parties agree shall be deemed to satisfy the requirements set forth in Section 8.7 of Attachment 1 (*Scope of Work and Basis of Design*) to the Agreement for the purposes of the LNTP No. 2 Work.

Pursuant to Section 3.2G and Attachment 16 (*Contractor Permits*) of the Agreement, Contractor acknowledges and agrees that it has obtained or will obtain all Contractor Permits that are necessary for the performance of the LNTP No. 2 Work and will continue to maintain such permits throughout performance of the LNTP No. 2 Work.

3. Agreement Terms Modifications

None.

4. Commercial Impacts

None.

C. LNTP No. 2 INSURANCE REQUIREMENTS

From LNTP No. 2 Work commencement through completion of the LNTP No. 2 Work, Contractor shall maintain only those insurance coverages identified in Attachment 15 (*Insurance*) of the Agreement that are required for the LNTP No. 2 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. 2 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. 2 Work;
- 6) Clause 1.A.13: Marine General Liability with a 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.

1. Agreement Terms Modification

None.

2. Commercial Impacts

None.

D. LNTP No. 2 PAYMENT SCHEDULE; TERMINATION

Subject to the terms of the Agreement (including Section 7.2.D) as applicable for this LNTP No. 2, Owner shall pay Contractor the amounts specified in the table attached as Exhibit C to this CO-011 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 No. 2 Work as required by Section III of this CO-011.

Subject to Section V of this CO-011, Contractor shall credit Owner for all amounts paid for the LNTP No. 2 Work by representing such amounts in Contractor's first invoice following NTP under "9. Less Previous Invoices" according to Schedule 9-2 of the Agreement. Any Contract Price adjustments after the effective date of this CO-011 shall exclude all amounts paid by Owner to Contractor for the LNTP No. 2 Work.

Owner, in its sole discretion, may terminate the LNTP No. 2 Work at any time after commencement of the LNTP No. 2 Work, without cause, by providing at least thirty (30) Days' prior written notice to the Contractor. As consideration for the right to terminate the LNTP No. 2 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 No. 2 Site; provided, that, if the LNTP No. 2 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 IV.D 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 Owner's sole liability and entire obligation and the Contractor's exclusive remedy for any termination by Owner under this Section IV.D.

1. Agreement Payment Schedule Modifications

None.

2. Agreement Terms Modifications

None.

3. Commercial Impacts

None.

V. OTHER COMMERCIAL ITEMS

Notwithstanding anything to the contrary in the Agreement or in this CO-011, the Parties agree to the following:

1. The Contract Price and Project Schedule in this CO-011 were valid through [***] and shall be adjusted by Change Order pursuant to Section 5.2C of the Agreement and this Section V of CO-011 for portions of the Work not yet authorized or performed as set out in Section V.D below prior to issuance of NTP (the adjustments to the Contract Price and Project Schedule shall be referred to as the "**Pre-NTP Refresh Adjustment**"). The Parties agree that the Pre-NTP Refresh Adjustment will address impacts caused by External Factors occurring after [***].
2. No later than [***], the Parties will commence to negotiate a mutually agreed methodology for the Pre-NTP Refresh Adjustment ("**Pre-NTP Refresh Methodology**"). The Pre-NTP Refresh Adjustment, and Contractor's obligation to perform the same, shall be contingent upon the Parties' agreement on the Pre-NTP Refresh Methodology, which is conditioned as follows:
 1. Although expired, and subject to Section V.B(2) below, the Parties agree that the Contract Price [***] shall be used as the starting amount for the Pre-NTP Refresh Adjustment;
 - a. The Parties agree that Contractor shall assess [***] that Contractor and, to the extent known, its Subcontractors added to the Contract Price to extend the validity of Contractor's proposal dated [***] ("**Bid Validity Related Costs**"). Contractor agrees to credit all Bid Validity

Related Costs against the Pre-NTP Refresh Adjustment. Contractor shall provide supporting documentation as reasonably requested by Owner to substantiate the Bid Validity Related Costs and demonstrate to Owner's reasonable satisfaction that [***] have been removed from the starting amount for the Pre-NTP Refresh Adjustment;

- b. The Parties agree that the Pre-NTP Refresh Methodology shall include cost relief for any impacts caused by External Factors as described in Section 5.2C of the Agreement and in accordance with Section V.A of this CO-011;
 - c. The Parties agree that the Pre-NTP Refresh Methodology shall include schedule relief for any demonstrated impacts to the Project Schedule as described in Section 5.2C of the Agreement and in accordance with Section V.A of this CO-011;
 - d. The Parties recognize that Contractor may include risk sharing mechanisms (such as [***], collectively "**Risk Sharing Mechanisms**") in its proposal for Pre-NTP Refresh Adjustment for some, or all, impacts of External Factors after [***]. The Parties agree that the Pre-NTP Refresh Adjustment shall [***]. The Parties shall commence discussions on Risk Sharing Mechanisms as part of the Pre-NTP Refresh Methodology. Contractor reserves the right to condition any Pre-NTP Refresh Adjustment on reaching mutual agreement on Risk Sharing Mechanisms; and
 - e. The Parties shall use reasonable efforts to agree to the Pre-NTP Refresh Methodology within [***], but the Pre-NTP Refresh Methodology [***] to the commencement of the impact assessment under Section 5.2.C.1.
3. The Owner shall not issue NTP until the Parties agree to the Pre-NTP Refresh Adjustment and the Risk Sharing Mechanisms. The lack of a Party's agreement shall not be subject to Owner's right to issue a unilateral Change Order.
 4. The Parties agree that the LNTP No. 2 Work released pursuant to this CO-011 is not subject to any Risk Sharing Mechanisms, including, but not limited to, [***]. Any future adjustments shall exclude the payment values for all LNTP No. 2 Work as set forth in Exhibit C; *provided, however*, Contractor shall be entitled to adjust for [***] as part of the Pre-NTP Refresh Adjustment. Contractor shall provide such supporting documentation as reasonably requested by Owner to [***]. [***].
 5. The Parties agree that Section 14.7 of the Agreement, which was added to Article 14 of the Agreement under Section VI of CO-008 is deleted in its entirety and replaced (blue text are additions and red text are deletions) as follows:
"Not Used."
 6. The Parties agree that Section 14.8 of the Agreement, which was added to Article 14 of the Agreement under Section VI of CO-008, is modified (blue text are additions and red text are deletions) as follows:
"There are no: (i) open, known or pending disputes, Change Orders or claims against Owner or (ii) existing claim for force majeure, and (iii) there is no entitlement for any Change Order for price and schedule increases in each case for (i), (ii) and (iii) occurring prior to and as of ~~the date of this CO-008~~ [***], except that Contractor and Owner agree that Contractor shall be entitled to address impacts caused by External Factors occurring after [***] as part of the Pre-NTP Refresh Adjustment in accordance with Section V.A of CO-011."

VI. OWNER REPRESENTATIVE

A. Scope Modifications

None.

A. Agreement Terms Modifications

The Parties agree that the below excerpt of Section 4.10 of the Agreement is modified (blue text are additions and red text are deletions) as follows:

“**Owner Representative.** Owner designates [REDACTED] [REDACTED] as the Owner Representative. Notification of a change in Owner Representative shall be provided in advance, in writing, to Contractor.”

1. Commercial Impacts

None.

VII. CONTRACTOR REPRESENTATIVE

A. Scope Modifications

None.

B. Agreement Terms Modifications

The Parties agree that the below excerpt of Section 4.10 of the Agreement is modified (blue text are additions and red text are deletions) as follows:

“**Contractor Representative.** Contractor designates [REDACTED] [REDACTED] as the Contractor Representative. Notification of a change in Contractor Representative shall be provided in advance, in writing, to Owner.”

C. Commercial Impacts

None.

VIII. NOTICE

A. Scope Modifications

None.

B. Agreement Terms Modifications

The Parties agree that the below excerpt of Section 21.5A of the Agreement is modified (blue text are additions and red text are deletions) as follows:

“A. If delivered to Owner:
Driftwood LNG LLC
1201 Louisiana Street, Suite 3100
Houston, Texas 77002
Email: [REDACTED]
Attn: [REDACTED]

with a copy to:

Driftwood LNG LLC
1201 Louisiana Street, Suite 3100
Houston, Texas 77002
Email: [REDACTED]
Attn: [REDACTED]

B. If delivered to Contractor:
~~Bechtel Oil, Gas and Chemicals, Inc.~~ Bechtel Energy Inc.
3000 Post Oak Boulevard
Houston, Texas 77056
Email: [REDACTED]
Attn: [REDACTED]

with a copy to:

~~Bechtel Oil, Gas and Chemicals, Inc.~~ [Bechtel Energy Inc.](#)
3000 Post Oak Boulevard
Houston, Texas 77056
Email: [REDACTED]
Attn: [REDACTED]

C. Commercial Impacts

None.

IX. LIST OF EXHIBITS

Exhibit A LNTF No. 2 Site Legal Description and Survey

Exhibit B LNTF No. 2 Work

Exhibit C LNTF No. 2 Payment Schedule

Exhibit D LNTF No. 2 Reporting Requirements

Adjustment to Contract Price

The original Contract Price was USD [***] EUR [***]

Net change by previously authorized Change Orders (# CO-010) USD [***] EUR [***]

The Contract Price prior to this Change Order was USD [***] EUR [***]

The Contract Price will be increased (~~decreased~~) (~~unchanged~~)
by this Change Order in the amount of USD [***] EUR [***]

The new Contract Price including this Change Order will be USD [***] EUR [***]

The Aggregate Provisional Sum prior to this Change Order was USD [***] EUR [***]

The Aggregate Provisional Sum will be increased
by this Change Order in the amount of USD [***] EUR [***]

The new Aggregate Provisional Sum
including this Change Order will be USD [***] EUR [***]

Adjustments to dates in Project Schedule:

The following dates are modified: N/A

Adjustment to other Changed Criteria: N/A

Adjustment to Payment Schedule: N/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: [REDACTED] Contractor [REDACTED] 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.

Owner Contractor

27th Feb 2023
Date of Signing

27 Feb 2023
Date of Signing

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement and Release”) is made and entered into by and between L. Kian Granmayeh (“Employee”) and Tellurian Inc. (the “Company”) and, together with Employee, the “Parties”).

1. Separation Date. Employee’s employment with the Company and its affiliates (collectively, the “Company Group”) and service as an officer of the Company shall terminate effective March 10, 2023 (the “Separation Date”). Employee acknowledges and agrees that, as of the Separation Date, Employee shall have resigned from any and all offices Employee may have with the Company Group, and Employee shall execute such resignation letters as any member of the Company Group may request.

2. Accrued Obligations. Regardless of whether Employee executes this Agreement and Release, Employee shall be entitled to the following payments and benefits: (a) earned but unpaid base salary through the Separation Date, payable in accordance with the Company’s normal payroll practices; and (b) reimbursement of eligible unreimbursed business expenses in accordance with the Company’s business expense reimbursement policy in effect from time to time.

3. Waiver and Forfeiture of Certain Long-Term Incentive Awards. Employee hereby acknowledges and agrees that, except as otherwise expressly provided in Section 4 below, Employee’s separation shall be treated as a voluntary resignation by Employee (if applicable, without “Good Reason” (or term of similar meaning)) as of the Separation Date for purposes of all of Employee’s outstanding equity, equity-linked, and or long-term cash-based awards, whether granted under the Tellurian Inc. Amended and Restated 2016 Omnibus Incentive Compensation Plan, the Tellurian Inc. Incentive Compensation Program, the Amended and Restated Tellurian Investments Inc. 2016 Omnibus Incentive Plan, Employee’s Long Term Incentive Award Agreements with the Company, dated as of January 13, 2022 and February 24, 2023, or otherwise (collectively, the “Forfeited Awards”). In accordance with the foregoing, Employee hereby waives and forfeits, effective as of the Separation Date, the Forfeited Awards for no consideration, except as otherwise expressly provided in Section 4.

4. Consideration by the Company.

(a) As consideration for this Agreement and Release, subject to and conditioned upon Employee’s (x) continued compliance with the confidentiality obligations and restrictive covenants to which Employee is subject under Sections 10, 12, 13, 14, and 15 of this Agreement and Release, (y) timely execution and delivery to the Company of this Agreement and Release by **no later than March 6, 2023**, and (z) timely execution and delivery (without revocation) to the Company of the “bring-down” release of claims attached hereto as Annex A (the “Bring-Down Release”) no earlier than the Separation Date and no later than twenty-one (21) days after the Separation Date ((x), (y), and (z), together, the “Conditions”):

(i) The Company shall continue to pay, as severance, Employee’s base salary at its current annual rate of \$525,000 (less applicable withholdings) for a period of twelve (12) months following the Separation Date on the Company’s normal payroll schedule (the “Severance”); provided, that the first installment of the Severance shall be paid on the Company’s first regular payroll date that follows the date that the Bring-Down Release has become fully effective and irrevocable in accordance with its terms (together with any installments that would have been paid prior to such date absent this proviso); and

(ii) Solely for purposes of Employee's outstanding award of 174,942 restricted stock units, granted pursuant to that certain Restricted Stock Unit Agreement pursuant to the Tellurian Inc. Amended and Restated 2016 Omnibus Incentive Compensation Plan, dated as of January 6, 2022, by and between Employee and the Company (the "Retained RSU Award"), Employee shall be treated as having experienced a "Termination of Service by the Company without 'Cause'" as of the Separation Date pursuant to Section 2(c)(ii) of the Retained RSU Award, and the Retained RSU Award shall otherwise continue in full force and effect in accordance with its terms.

(b) For the avoidance of doubt, except as expressly set forth in this Section 4 with respect to the Retained RSU Award, all of Employee's outstanding equity, equity-linked, and or long-term cash-based awards, whether granted under the Tellurian Inc. Amended and Restated 2016 Omnibus Incentive Compensation Plan, the Tellurian Inc. Incentive Compensation Program, the Amended and Restated Tellurian Investments Inc. 2016 Omnibus Incentive Plan, Employee's Long Term Incentive Award Agreements with the Company, dated as of January 13, 2022 and February 24, 2023, or otherwise, constitute Forfeited Awards. In addition, if the Conditions are not satisfied, the Retained RSU Award shall additionally constitute a Forfeited Award.

(c) Employee acknowledges and agrees that the payments and benefits described in Sections 2 and 4 are the sole payments and benefits which Employee is eligible to receive in connection with the termination of Employee's employment with the Company Group, and, other than any continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (at Employee's sole cost and expense and in accordance with the applicable Company Group health and welfare benefit plans), Employee is not entitled to any other severance or separation pay or benefits of any kind, whether under the Tellurian Inc. Executive Severance Plan, Tellurian Inc. Employee Severance Plan, or any other plan, policy, program, agreement, or arrangement of the Company Group. In addition, Employee acknowledges and agrees that Employee is not entitled to any award or payment under the Tellurian Inc. Incentive Compensation Program in respect of any services provided during calendar year 2023 or thereafter, whether as an employee or in any other capacity.

5. Release by Employee. In consideration of the payments and benefits under Section 4 of this Agreement and Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as a full and final settlement, Employee, for and on behalf of Employee and Employee's spouse, heirs, administrators, children, representatives, executors, successors, assigns, and any other individual or entity claiming through Employee (collectively, the "Releasers"), releases and discharges the Company and each member of the Company Group, and each of their past, present, and future officers, directors, principals, agents, employees, parents, shareholders, partners, subsidiaries, holding companies, affiliates, predecessors, successors, assigns, insurers, compensation and benefit plans and administrators, trustees, fiduciaries, and insurers of such compensation and benefit plans, from any and all claims and causes of action (except for claims arising specifically from a breach of this Agreement and Release in accordance with its terms), whether known or unknown, arising out of or related to Employee's employment and any other events or transactions that precede the date of execution of this Agreement and Release. The entities released in the foregoing sentence shall be referred to collectively as the "Company Released Parties." The claims and causes of action released by Employee include, but are not limited to, the following: contract claims; claims for salary, benefits, bonuses, severance pay, workers' compensation claims, to the extent permitted by applicable law, commissions, or vacation pay; claims sounding in negligence or tort; fraud claims; claims for medical bills; all matters in law, in equity, or pursuant to statute, including damages, attorneys' fees, costs, and expenses; and, without limiting the generality of the foregoing, to all claims, including, but not limited to, those arising under Title VII of the

Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers' Benefit Protection Act, the Equal Pay Act, the Consolidated Omnibus Budget Reconciliation Act, the Employee Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, the Family and Medical Leave Act of 1993, and the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act, the Occupational Safety & Health Act, the Worker Adjustment and Retraining Notification Act of 1988, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the National Labor Relations Act, Section 1981 of the Civil Rights Act of 1866, the Sarbanes Oxley Act of 2002, the Texas Labor Code as amended (including the Texas Commission on Human Rights Act, Tex. Lab. Code § 21.001 et seq., the Texas Equal Work, Equal Pay Law, Tex. Gov't Code Ann. § 659.001, Texas Whistleblower Protection Law, Tex. Gov't Code Ann. § 554.002, Texas Worker's Compensation Retaliation Law, Tex. Lab. Code Ann. § 451.001, Texas Blacklisting Law, Tex. Lab. Code Ann. § 52.031, Texas Payment of Wages Law, Tex. Lab. Code Ann. § 61.011 et seq., Texas Minimum Wage Law, Tex. Lab. Code Ann. § 62.051 et seq., Texas AIDS Testing Law, Tex. Health & Safety Code Ann. § 81.101 et seq.), the Louisiana Revised Statutes as amended (including the Louisiana Employment Discrimination Law, La. R.S. §§ 23:301-23:369, Louisiana Worker's Compensation Act, La. R.S. §§ 23:1021-23:1415, Article 2315 of the Louisiana Civil Code), the Code of the District of Columbia as amended (including the District of Columbia Human Rights Act, D.C. Code Ann. §§ 1-2501-1-2557, District of Columbia Family and Medical Leave Act, District of Columbia Accrued Sick and Safe Leave Act, District of Columbia Safety and Health Act of 1988, District of Columbia Parental Leave Act, Protecting Pregnant Workers Fairness Act of 2014, the Fair Criminal Record Screening Act, the District of Columbia Equal Pay Law, the anti-retaliation provisions of the District of Columbia Workers' Compensation Law, the District of Columbia Whistleblower Reinforcement Act), and any other federal, state, or local law, statute, or ordinance affecting Employee's employment with any of the Company Released Parties.

This Agreement and Release does not apply to any claims or rights that may arise after the date Employee signs this Agreement and Release, to claims to payments and benefits under this Agreement and Release, or to claims that may not be released by agreement under applicable law. In addition, this Agreement and Release does not waive Employee's rights to coverage, or any rights as an insured, under any directors and officers liability insurance policy of the Company or its affiliates, which shall continue to cover the Employee in accordance with its terms, or any rights to indemnification (including advancement of expenses) that Employee has under applicable law or the organizational documents of the Company, including, without limitation, under Article VI ("Indemnification and Advancement of Expenses") of the Amended and Restated By-Laws of the Company.

6. Consideration Period and Effectiveness.

Employee acknowledges that this Agreement and Release is written in a manner understood by Employee and that Employee in fact understands the terms, conditions, and effect of this Agreement and Release. Employee further acknowledges that this Agreement and Release shall be irrevocable once executed by Employee.

Employee acknowledges that if Employee does not execute and return this Agreement and Release by **no later than March 6, 2023** (or the Bring-Down Release no earlier than the Separation Date and no later than twenty-one (21) days after the Separation Date), this Agreement and Release shall be considered rejected by Employee and Employee shall not be entitled to any of the payments or benefits described in Section 4 of this Agreement and Release. Employee further acknowledges that, in order to be eligible to receive any of the payments or benefits described in Section 4, which Employee acknowledges is in addition to anything of value to which Employee is already entitled, Employee must properly complete, sign, and return

the fully executed original of this Agreement and Release (including the Bring-Down Release) and comply with its terms. Employee is hereby advised, and acknowledges being advised, to consult with an attorney prior to executing this Agreement and Release, and in executing and returning this Agreement and Release, Employee acknowledges that Employee has done so to the extent Employee so desired.

Employee further understands and agrees that if Employee revokes the Bring-Down Release in accordance with its terms, Employee will not be entitled to any payments or benefits described in Section 4 of this Agreement and Release; provided, that notwithstanding any such revocation, Employee's employment with the Company Group shall still end on the Separation Date, and Sections 2 and 3 of this Agreement and Release shall remain in full force and effect in accordance with their terms.

7. Acknowledgments. Employee acknowledges and agrees that Employee has: (a) except for compensation due to Employee under this Agreement and Release, received all compensation due to Employee as a result of services performed for any of the Company Released Parties, including, but not limited to, all overtime payments; (b) reported to the Company Group any and all work-related injuries incurred by Employee while performing services for any of the Company Released Parties; and (c) been properly provided any leave of absence because of Employee's health condition, a family member's health condition, or a workplace injury and that Employee has not been subjected to any improper treatment, conduct, retaliation, or actions due to a request for or taking such leave. Employee acknowledges and agrees that the payments and other benefits provided under this Agreement and Release: (i) are in full discharge of any and all liabilities and obligations of the Company Released Parties to Employee, monetarily or otherwise, and (ii) exceed any payment, benefit, or other thing of value to which Employee might otherwise be entitled under any policy, plan, or procedure of the Company, any other member of the Company Group, and/or any agreement between Employee and the Company or any other Company Released Party. Employee represents and warrants that, as of the Separation Date, Employee shall have returned to the Company Group or shall have made arrangements with the Company Group for the prompt return of all property belonging to the Company Group in the Employee's possession or control, including any copies thereof.

8. No Filing of Lawsuit or Other Claim. Other than as provided in Section 11 of this Agreement and Release, Employee agrees, promises, and covenants that neither Employee nor any Releasor has or will file a lawsuit, charge, or claim against any of the Company Released Parties, and that neither Employee nor any Releasor will participate as a party in any action for damages against any of the Company Released Parties involving any matter occurring in the past up to the date of this Agreement and Release or involving any claims, demands, causes of action, obligations, damages, or liabilities that are the subject of this Agreement and Release. If, notwithstanding this representation and warranty, Employee or any Releasor has filed or files such a claim, Employee agrees to cause such claim to be dismissed with prejudice and shall pay any and all costs required in obtaining dismissal of such claim, including, without limitation, the attorneys' fees and expenses of any of the parties against whom such a claim has been filed.

9. No Admission of Liability. Neither this Agreement and Release nor anything contained herein shall be construed as an admission by any of the Company Released Parties that they have in any respect violated or abridged any federal, state, or local law or any right or obligation that they, collectively or individually, may owe or may have owed to Employee or to any Releasor, as applicable.

10. Confidentiality. Employee agrees that Employee will treat all confidential, trade secret, or proprietary information arising from the activities of the Company Group, including, without limitation, designs, ideas, concepts, proposals, plans, directions, pricing, sourcing,

projected and actual sales, names and lists of customers, suppliers, vendors, agents, consultants, and co-venturers of any member of the Company Group (collectively, the “Product”), and all other confidential, trade secret, or proprietary information that relates to the present or potential businesses, products, or services of the Company Group and/or that is disclosed or made available by the Company Group to Employee during the period of Employee’s service with the Company Group (collectively, the “Confidential Information”), as strictly confidential, and that Employee will not, directly or indirectly, use or disclose any Confidential Information to any other persons or entities without the prior written consent of the Company Group other than (1) information regarding Employee’s compensation, (2) disclosure required by law or legal process, (3) disclosure to Employee’s spouse and legal and financial advisors, provided that Employee instructs any such persons of the confidential nature of such Confidential Information and to not use or disclose such Confidential Information, and (4) to enforce Employee’s rights hereunder. Employee agrees to assume that all Product is proprietary or confidential, whether or not the same is in written or electronic form, including, without limitation, forms and types of financial, business, marketing, operations, scientific, technical, economic, and engineering information, whether tangible or intangible, including, without limitation, patterns, plans, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, know-how, computer software, databases, product names or marks, marketing materials or programs, plans, specifications, shop-practices, customer lists, supplier lists, engineering and manufacturing information, price lists, costing information, employee and consulting relationship information, accounting and financial data, profit margin, marketing and sales data, strategic plans, trade secrets, and all other proprietary information, irrespective of the method of storage, compilation, or memorialization, if any. The Product and all information disclosed or made available by the Company Group to Employee during Employee’s service with the Company Group shall constitute “Confidential Information” unless the Product or other Confidential Information (i) is now or later becomes available in the public domain without breach by Employee of this Agreement and Release or any other obligations owed by Employee under contract, policy, or law, (ii) was received from a third party without breach of any nondisclosure obligations to the Company Group or otherwise in violation of the rights of the Company Group, or (iii) was developed by Employee independently of any Confidential Information received from the Company Group. The foregoing shall be without limitation on any confidentiality or other non-disclosure obligations owed by Employee to the Company Group under contract, policy, or law, which shall remain in full force and effect.

11. Reports to Government Entities. Nothing in this Agreement and Release, including the Confidentiality clause in Section 10 or the Non-Disparagement clause in Section 13, restricts or prohibits Employee from initiating communications directly with, responding to any inquiries from, providing testimony before, providing Confidential Information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, the U.S. National Labor Relations Board, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Employee is waiving Employee’s right to receive any individual monetary relief from the Company Group or any of the Company Released Parties resulting from such claims or conduct, regardless of whether Employee or another party has filed them, and in the event Employee obtains such monetary relief, the Company will be entitled to an offset for the payments made pursuant to this Agreement and Release to the extent permitted by Code Section 409A (as defined below). This Agreement and Release does not limit Employee’s right to receive an

award from any Regulator that provides awards for providing information relating to a potential violation of law. Employee does not need the prior authorization of the Company to engage in conduct protected by this Section 11, and Employee does not need to notify the Company that Employee has engaged in any such conduct.

The Parties acknowledge that pursuant to the Defend Trade Secrets Act of 2016, Employee shall not be subject to criminal or civil liability under any federal or state trade secret law for the disclosure of any Company Group trade secret: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney in confidence solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided that any complaint or document containing the trade secret is filed under seal; or (iii) to an attorney representing Employee in a lawsuit for retaliation by a member of the Company Group for reporting a suspected violation of law or to use the trade secret information in that court proceeding, provided that any document containing the trade secret is filed under seal and Employee does not disclose the trade secret, except pursuant to court order.

12. Non-Competition; Non-Solicitation.

(a) Through and including the Separation Date and at all times during the one (1)-year period thereafter (collectively, the “Restricted Period”), Employee agrees that, in addition to any post-termination restrictive covenants (including any post-termination confidentiality, non-competition, non-solicitation, or non-disparagement covenants) to which Employee is subject, Employee shall not without the prior written consent of the Company’s Chief Executive Officer in his sole discretion, directly or indirectly, alone or jointly with any person or entity, participate in, engage in, facilitate the participation or engagement in or otherwise be involved with, or be employed in, consult with, advise or otherwise provide services (including, without limitation, consulting services, financial advisory services, or other advisory services) to or in a Competitive Business; provided, that the foregoing shall not restrict Employee from being employed by or otherwise providing services to an entity with a subsidiary, division, or unit engaged in a Competitive Business so long as Employee does not manage or provide material services to such subsidiary, division, or unit and in connection therewith complies with the confidentiality and non-disclosure, non-solicitation, and non-disparagement obligations to which Employee is subject under this Agreement and Release. A “Competitive Business” shall mean: (i) the selling, distributing, transporting, trading, or marketing of liquefied natural gas inside or outside of the United States; (ii) the designing, permitting, constructing, developing, or operating of a liquefied natural gas facility (or facilities) inside or outside of the United States; or (iii) the financing of a liquefied natural gas facility (or facilities) inside or outside of the United States.

(b) Employee agrees that, through and including the Separation Date and at all times during the Restricted Period, Employee shall not, directly or indirectly, individually or on behalf of any other person, firm, corporation, or other entity, solicit, aid, or induce any employee, representative, agent, or independent contractor of any member of the Company Group to terminate or reduce their employment or engagement with the Company Group or to accept employment with or render services to or with any other person, firm, corporation, or other entity unaffiliated with the Company Group, take any action to materially assist or aid any other person, firm, corporation, or other entity in identifying, hiring, or soliciting any such employee, representative, agent, or independent contractor of any member of the Company Group, or hire any such employee, representative, agent, or independent contractor of any member of the Company Group. This Section 12(b) shall not be violated by (i) general solicitations and job

postings not specifically targeted to any employee, representative, agent, or independent contractor of the Company Group, or (ii) Employee serving as a reference for any such employee, representative, agent, or independent contractor upon request.

(c) If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 12 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the Parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state. Employee acknowledges and agrees that the Company Group's remedies at law for a breach or threatened breach of any of the provisions of Sections 10, 12, 13, 14, or 15 hereof would be inadequate and, in recognition of this fact, Employee agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond or other security, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy which may then be available, without the necessity of showing actual monetary damages. Without limitation of the foregoing, in the event of a breach or threatened breach of any post-termination restrictive covenants and confidentiality obligations to which Employee is subject (including, without limitation, Sections 10, 12, 13, 14, or 15 hereof), (i) Employee will immediately forfeit, without any consideration therefor, any then-outstanding and unpaid portion of the Severance and the Retained RSU Award, and (ii) the Company, in addition to and supplementary to any other rights and remedies existing in its favor, whether at law or in equity, will be entitled to both (x) recoup from Employee any and all amounts paid to Employee after the effective date of this Agreement and Release as Severance or pursuant to the Retained RSU Award, and (y) specific performance and/or other injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of such restrictive covenants or confidentiality obligations.

13. Non-Disparagement.

(a) Subject to Section 11 above, following the Separation Date, Employee acknowledges and agrees that Employee will not (and Employee will cause the members of Employee's household to not), directly or indirectly, engage or encourage others to engage in any form of conduct that is disparaging to any Company Released Party, or make, publish, or communicate to any person or entity, orally or in writing, any negative or disparaging remarks, comments, or statements about any Company Released Party. Employee further agrees not to take any position, engagement, or action adverse to the Company Group or to support the same by any customer, investor, vendor, current or former employee, or any other third party, including but not limited to any third-party demand, claim, or action, or to suggest to, request, or cause any third party to cease doing business with the Company Group. The foregoing shall not be violated by truthful statements to enforce Employee's rights hereunder or in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(a) Following the Separation Date, the Company agrees that it will instruct its senior officers to not, directly or indirectly, engage or encourage others to engage in any form of conduct that is disparaging to Employee, or make, publish, or communicate to any person or entity, orally or in writing, any negative or disparaging remarks, comments, or statements about Employee; provided, however, that this covenant shall not limit the Company Group's ability to exercise any and all rights hereunder, comply with any disclosure or reporting obligations, assess Employee's employment and performance, or otherwise provide truthful information about Employee, Employee's employment, this Agreement and Release, or the termination of Employee's employment with the Company Group, and provided, further, that nothing herein

shall prevent any Company Group director, officer, employee or consultant from exercising any legally protected right.

(b) For purposes of this Agreement and Release, the term “disparaging” includes, without limitation, conduct, comments, judgments, opinions, personal views or statements on the Internet (including, without limitation, by email, text, instant messaging, the publishing of internet blogs, webpages, or social media websites) or other electronic or social media outlets, to the press and/or media by way of news interviews, or to any individual or entity or any current or prospective customer or business associate or partner or employee which, directly or by implication, whether or not done anonymously, creates or could tend to create, a detrimental, negative, critical, unfavorable, or false impression regarding the other party or the conduct or goodwill or business or personal reputation of the other party and/or any of its or their current or former directors, executives, officers, investors, and/or employees (as applicable), or that impugns the character, honesty, integrity, morality, business acumen, competence, intelligence, or abilities of the other party and/or any of the aforementioned individuals being disparaged (as applicable).

14. Public Statements. Subject to Section 11 above and except as otherwise pre-approved by the Company in writing, Employee agrees not to issue, or cause to be issued, any press release or public statement or otherwise disclose any matter arising in connection with this Agreement and Release, Employee’s employment with the Company, and/or the termination of Employee’s employment with the Company.

15. Cooperation. Upon the receipt of reasonable notice from the Company (including outside counsel), Employee agrees that Employee will fully cooperate with, and will respond and provide information with regard to matters in which Employee has knowledge as a result of Employee’s employment with the Company Group, and will provide reasonable assistance to the Company Group and its representatives in defense of any claims that may be made against the Company Group, and will assist the Company Group in the prosecution of any claims that may be made by the Company Group, to the extent that such claims may relate to the period of Employee’s employment with the Company. Employee agrees to promptly inform the Company if Employee becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company Group. Employee also agrees to promptly inform the Company (to the extent that Employee is legally permitted to do so) if Employee is asked to assist in any investigation of the Company Group (or its actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company with respect to such investigation, and shall not do so unless legally required. It is understood and agreed that in consideration of Employee’s cooperation pursuant to this Section 15, the Company will reimburse Employee for any and all reasonable and necessary expenses incurred in connection with such cooperation and approved in advance in accordance with the Company’s expense policies.

16. Severability. Each term and provision of this Agreement and Release shall be considered as severable and divisible from every other term and provision and the invalidity or unenforceability of any one term or provision shall not limit the validity and enforceability, in whole or in part, of any other term or provision hereof.

17. Future Employment. Employee waives and releases any right to be considered for any future employment by the Company Released Parties and agrees that any refusal of employment in the future shall not constitute discrimination or retaliation by any of the Company Released Parties. The Company Released Parties and Employee agree, however, that nothing contained in this Section shall prohibit the Company Released Parties, in their sole discretion, from hiring Employee in the future although they are under no obligation whatsoever to hire Employee or consider Employee for employment.

18. Entire Agreement. The Parties acknowledge that this Agreement and Release constitutes the entire agreement between them regarding the subject matter contained herein and therein, and supersedes all prior written and oral agreements related to such subject matter (including, without limitation, any term sheet related hereto or thereto). This Agreement and Release may not be modified, altered, or changed except by a written agreement signed by both Employee and a duly authorized representative of the Company. If any provision of this Agreement and Release is held to be invalid, the remaining provisions shall not be affected. Notwithstanding the foregoing, Employee's covenants in Sections 10, 12, 13, 14, and 15 are in addition to, and not in lieu of, any confidentiality, non-solicitation, non-competition, non-disparagement, cooperation, or similar restrictive covenants that run in favor of the Company Group and by which Employee is bound.

19. Governing Law and Venue. This Agreement and Release shall be governed by the laws of the State of Texas. The Parties agree that all legal actions brought by either party under this Agreement and Release shall be brought in a court located in Houston, Harris County, Texas. Accordingly, the Parties consent to the personal jurisdiction of the courts located in Houston, Harris County, Texas, to the exclusion of any other courts in any other counties, states, or countries.

20. Waiver of Trial by Jury; Class Actions. THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY OR CLASS ACTION TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. Notices. All notices to the Company under this Agreement and Release shall be made by Employee in writing to Tellurian Inc., 1201 Louisiana Street, Suite 3100, Houston, TX 77002, Attn: Margie Harris, EVP, Chief Human Resources Officer, by hand delivery, UPS or similar carrier, or certified mail, or electronic mail to margie.harris@tellurianinc.com. All notices to Employee under this Agreement and Release shall be made by the Company in writing to Employee's home address on file with the Company.

22. Tax Matters. The Company may withhold from any and all amounts payable under this Agreement and Release or otherwise (including, without limitation, in respect of the Severance or any payments or amounts in respect of the Retained RSU Award) such federal, state, local, or non-U.S. taxes or other applicable deductions as may be required to be withheld pursuant to any applicable law or regulation. The intent of the Parties is that payments and benefits under this Agreement and Release comply with, or be exempt from, Section 409A ("Code Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations and other interpretive guidance thereunder and, accordingly, to the maximum extent permitted, this Agreement and Release shall be interpreted to be in compliance therewith. In no event shall any member of the Company Group or any of their respective directors, managers, officers, members, employees, consultants or advisers be liable for any additional tax, interest, or penalty that may be imposed on Employee by Code Section 409A or any damages for failing to comply with Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement and Release providing for the payment of any amounts or benefits upon or following a termination of employment that are considered "nonqualified deferred compensation" under Code Section 409A unless such termination is also a "separation from service" within the meaning of Code Section 409A, to the extent necessary to comply with Code Section 409A. If Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then, with regard to any payment that is considered "nonqualified deferred compensation" under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from

service” of the Employee, and (ii) the date of Employee’s death (the “Delay Period”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 22 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum and any remaining payments and benefits due under this Agreement and Release shall be paid or provided in accordance with the normal payment dates specified for them herein. With regard to any provision in this Agreement and Release that provides for reimbursement of expenses, (i) any taxable reimbursement of costs and expenses by the Company provided for under this Agreement shall be made in accordance with the Company’s applicable policy and in no event later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred; (ii) the right to reimbursement is not subject to liquidation or exchange for another benefit; and (iii) the amount of expenses eligible for reimbursement during any taxable year shall not affect the expenses eligible for reimbursement in any other taxable year. For purposes of Code Section 409A, Employee’s right to receive any installment payments pursuant to this Agreement and Release shall be treated as a right to receive a series of separate and distinct payments. In no event may Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement and Release that is considered nonqualified deferred compensation. Whenever a payment under this Agreement and Release specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

23. Counterparts. This Agreement and Release may be executed in any number of counterparts (including in portable document format (“.pdf”) or other electronic medium), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement and General Release as of the date first written below.

If Employee does not execute and return this Separation Agreement and General Release by no later than March 6, 2023, it shall be considered rejected by Employee and Employee shall not be entitled to any of the payments or benefits described in Section 4 of this Separation Agreement and General Release, and the Company's offer of this Separation Agreement and General Release to Employee shall automatically terminate and be null and void.

EMPLOYEE

By: /s/ L. Kian Granmayeh
Name: L. Kian Granmayeh
Dated: March 5, 2023

TELLURIAN INC.

By: /s/ Margery M. Harris
Name: Margery M. Harris
Title: EVP, Chief Human Resources Officer

[Signature Page to Tellurian Separation Agreement & General Release]

**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 3, 2023

/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, Khaled A. Sharafeldin, 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 3, 2023

/s/ Khaled A. Sharafeldin

Khaled A. Sharafeldin

Chief Accounting Officer and interim 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, 2023, 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 3, 2023

/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, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Khaled A. Sharafeldin, 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 3, 2023

/s/ Khaled A. Sharafeldin

Khaled A. Sharafeldin

Chief Accounting Officer and interim Chief Financial Officer

(as Principal Financial Officer)

Tellurian Inc.