

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 6, 2022



Tellurian Inc.

(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>001-5507</u> (Commission File Number)	<u>06-0842255</u> (I.R.S. Employer Identification No.)
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<u>1201 Louisiana Street, Suite 3100, Houston, TX</u> (Address of principal executive offices)	<u>77002</u> (Zip Code)
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Registrant's telephone number, including area code: (832) 962-4000

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	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	TE LZ	NYSE American LLC

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

Emerging growth company

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

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

Incentive Compensation Program and Form Restricted Stock Amendment

On January 6, 2022, the named executive officers of Tellurian Inc. (“**Tellurian**” or the “**Company**”) were made eligible to participate in the Tellurian Inc. Incentive Compensation Program (the “**Incentive Compensation Program**”). The Incentive Compensation Program allows the Company to award short-term and long-term performance-based incentive compensation to selected full-time employees of the Company, including the Company’s named executive officers. In exchange for being made eligible to participate in the Incentive Compensation Program, the Company’s President and Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, General Counsel, and Chief Accounting Officer agreed to amendments (each, a “**Form Restricted Stock Amendment**”) to their existing equity-based award agreements, which amendments make uniform the definitions of “cause” and “change of control” in the award agreements and provide for all such awards to have “double trigger” vesting upon a change of control of the Company.

Short-term and long-term incentive awards under the Incentive Compensation Program may be earned with respect to each calendar year and are determined based on target and maximum amounts established by the administrator of the Incentive Compensation Program (the “**Administrator**”). The Compensation Committee (the “**Compensation Committee**”) of the board of directors (the “**Board**”) of the Company is expected to act as the Administrator. Below are the 2022 base salary, target and maximum awards, and 2021 awards with respect to short-term and long-term incentive awards under the Incentive Compensation Program for the Company’s named executive officers (provided that in the case of the Company’s Executive Chairman and President and Chief Executive Officer, no target or maximum long-term incentive award has been approved):

Name and principal position	2022 base salary (1)	Short-term incentive award			Long-term incentive award		
		Target award	Maximum award	2021 award	Target award	Maximum award	2021 award
Charif Souki, Executive Chairman	\$ 1,200,000	\$ 1,800,000	\$ 3,600,000	\$ 3,600,000	N/A	N/A	\$ 14,062,250
Octávio M.C. Simões, President and CEO	\$ 1,000,000	\$ 1,250,000	\$ 2,187,500	\$ 1,655,938	N/A	N/A	\$ 5,437,500
R. Keith Teague, Chief Operating Officer	\$ 750,000	\$ 750,000	\$ 1,312,500	\$ 1,015,000	\$ 2,250,000	\$ 4,500,000	\$ 3,045,000
L. Kian Granmayeh, Chief Financial Officer	\$ 500,000	\$ 500,000	\$ 875,000	\$ 805,000	\$ 1,500,000	\$ 3,000,000	\$ 2,415,000
Daniel A. Belhumeur, General Counsel	\$ 500,000	\$ 500,000	\$ 875,000	\$ 805,000	\$ 1,500,000	\$ 3,000,000	\$ 2,415,000
Khaled A. Sharafeldin, Chief Accounting Officer	\$ 440,000	\$ 440,000	\$ 704,000	\$ 659,200	\$ 880,000	\$ 1,760,000	\$ 1,442,000

- (1) On January 6, 2022, the Compensation Committee of the Board approved, effective as of January 1, 2022, increases in the base salaries of Mr. Simões (from \$725,000), Mr. Teague (from \$580,000), Mr. Granmayeh (from \$460,000), Mr. Belhumeur (from \$460,000) and Mr. Sharafeldin (from \$412,000), in each case in exchange for the applicable named executive officer agreeing to the aforementioned amendments to his existing equity-based award agreements.

The amount of a short-term incentive award or a long-term incentive award, as applicable, is determined by the Administrator in its discretion. The value of any long-term incentive award made under the Incentive Compensation Program is reduced by the amount of any cash payments received or to be received by a participant pursuant to such participant’s construction incentive award agreement, if any, in the same calendar year as the calendar year in which such long-term incentive award is made under the Incentive Compensation Program.

Short-term incentive awards under the Incentive Compensation Program are payable in cash upon or shortly after being awarded, and long-term incentive awards are payable as set forth in a long-term incentive award agreement to be entered into between the employee and the Company, the form of which will be determined by the Administrator. Unless otherwise provided by the applicable long-term incentive award agreement, a long-term incentive award granted pursuant to the Incentive Compensation Program will vest as follows, subject to the participant’s continued employment with the Company or its affiliates and the participant’s continued compliance with any restrictive covenants by which such participant is bound, through each vesting date: (i) one-third of the award vests on the grant date, (ii) one-third of the award vests on the first anniversary of the grant date and (iii) one-third of the award vests on the second anniversary of the grant date.

The foregoing description of the Incentive Compensation Program and Form Restricted Stock Amendments does not purport to be complete and is qualified in its entirety by reference to the full text of the Incentive Compensation Program and Form Restricted Stock Amendments, copies of which are attached as Exhibits 10.1, 10.2 and 10.3 to this report and incorporated herein by reference.

Form Long-Term Incentive Award Agreement

The Company made the 2021 long-term incentive awards under the Incentive Compensation Program to the Company’s named executive officers pursuant to forms of Long-Term Incentive Award Agreements (each, a “**Form LTI Award Agreement**”). Pursuant to the Incentive Compensation Program and the Form LTI Award Agreements, long-term incentive awards for a calendar year for which performance is measured will be made in the form of “**Tracking Units**,” with each Tracking Unit having a value generally equal to one share of Tellurian common stock. The Form LTI Award Agreements provide that Tracking Units will vest as follows: (i) one-third of the Tracking Units vests on the grant date (“**Tranche 1**”), (ii) one-third of the Tracking Units vests on the first anniversary of the grant date (“**Tranche 2**”) and (iii) one-third of the Tracking Units vests on the second anniversary of the grant date (“**Tranche 3**”), subject to the provisions described below regarding certain terminations of employment.

Pursuant to the Form LTI Award Agreements, Tranche 1 of an award is payable as soon as practicable following the grant date of the Tracking Units, but in no event later than March 15 of the year of grant, in a cash amount equal to the closing Company common stock price on the trading day prior to the date of grant of such award, multiplied by the number of Tranche 1 Tracking Units. Tracking Units in Tranche 2 and Tranche 3 of an award that become vested are payable as soon as practicable following the vesting date of the applicable tranche, but no later than 30 days following such vesting date, in a cash amount equal to the closing Company common stock price on the trading day prior to the vesting date of the applicable tranche, multiplied by the number of vested Tracking Units with respect to such tranche.

The Form LTI Award Agreements provide that, in the event of (i) a participant’s termination of employment by the Company or its affiliates for Cause (as such term is defined in the Form LTI Award Agreements) or (ii) in the case of the Form LTI Award Agreement applicable to the Company’s named executive officers other than Mr. Sharafeldin, such participant’s resignation without Good Reason (as such term is defined in the applicable Form LTI Award Agreement), all Tracking Units granted to such participant, whether vested or unvested, will be automatically forfeited as of the date of such termination. In the event of a participant’s termination of employment with the Company or its affiliates due to such participant’s death or disability, by the Company or its affiliates without Cause, or if applicable by the participant for Good Reason, subject to the participant’s execution and non-revocation of a release of claims and continued compliance with all confidentiality obligations and restrictive covenants such

participant is subject to, any vested and unpaid Tracking Units will be paid as set forth in the applicable Form LTI Award Agreement as if the participant remained employed through the date of payment and any unvested Tracking Units will remain eligible to vest and be paid following such termination of employment as if the participant remained employed through the applicable vesting dates.

The foregoing description of the Form LTI Award Agreements under the Incentive Compensation Program does not purport to be complete and is qualified in its entirety by reference to the full text of the Form LTI Award Agreement, which is attached as Exhibit 10.4 to this report and incorporated herein by reference.

Restricted Stock Unit Award

Also on January 6, 2022, the Compensation Committee approved the issuance of 174,942 restricted stock units to Mr. Granmayeh, the Company's Chief Financial Officer. Each restricted stock unit represents a contingent right to receive on or within thirty days after vesting one share of Tellurian common stock, cash of equal value, or a combination of both, as determined by the Company in its sole discretion. The restricted stock units were granted pursuant to a form of restricted stock unit agreement under the Amended and Restated Tellurian Inc. 2016 Omnibus Incentive Compensation Plan that was filed as Exhibit 10.5 to the Company's quarterly report on Form 10-Q for the quarterly period ended September 30, 2021 (the "**Form RSU Agreement**"). The restricted stock units generally will vest in one-third increments upon an affirmative final investment decision by the Board with respect to the Driftwood liquefied natural gas project and the first two anniversaries thereof.

The foregoing description of the restricted stock units does not purport to be complete and is qualified in its entirety by reference to the full text of the Form RSU Agreement, which is incorporated herein by reference.

3

Severance Plan

Also on January 6, 2022, the Compensation Committee of the Board approved the Tellurian Inc. Executive Severance Plan (the "**Executive Severance Plan**"), which provides for the payment of cash severance and the provision of certain other termination benefits to members of the executive committee other than Mr. Souki and Mr. Simões upon an involuntary termination of employment from the Company or its subsidiaries. The Executive Severance Plan will be administered by the Compensation Committee of the Board.

Severance benefits are payable under the Executive Severance Plan only if the participant is involuntarily terminated without Cause (as such term is defined in the Executive Severance Plan) or the participant resigns for Good Reason (as such term is defined in the Executive Severance Plan). Termination for any other reason does not result in the payment of severance. The severance benefits payable under the Executive Severance Plan for any termination initiated by (i) the Company for any reason other than Cause or the participant's death or disability or (ii) the participant for Good Reason, in either case occurring prior to a change in control, are as follows: (A) 100% of base salary, paid in installments over 12 months; (B) any earned but unpaid short-term incentive under the Incentive Compensation Program; (C) 100% of the target short-term incentive under the Incentive Compensation Program; (D) subsidized cost of COBRA coverage for the lesser of (1) 12 months or (2) the duration of the COBRA coverage; and (E) certain outplacement services for 12 months. The severance benefits payable under the Executive Severance Plan for any qualifying terminations occurring on, or within two years following, a change in control are as follows: (i) 200% of base salary, paid in a lump sum; (ii) any earned but unpaid short-term incentive under the Incentive Compensation Program; (iii) 200% of the target short-term incentive under the Incentive Compensation Program; (iv) subsidized cost of COBRA coverage for the lesser of (A) 18 months or (B) the duration of the COBRA coverage; and (v) certain outplacement services for 18 months.

Participation in the Executive Severance Plan requires adherence to the Executive Severance Plan's restrictive covenants. These include (i) a requirement not to disclose confidential information or use confidential information to solicit Company clients, (ii) a 12-month non-solicitation of Company employees, and (iii) a 12-month non-compete. Each participant in the Executive Severance Plan must sign a full release of claims as a prerequisite to receiving any severance pay under the Executive Severance Plan. The Company may discontinue cash severance if a participant fails to abide by the restrictive covenants.

Prior to a change in control, the Board may amend or terminate the Executive Severance Plan in its discretion. In the event of a change in control, the Executive Severance Plan may only be amended or terminated if such amendment (i) is required by law, (ii) increases the benefits payable to participants or otherwise improves their rights under the Executive Severance Plan, or (iii) is consented to in writing by the affected participants.

The foregoing description of the Executive Severance Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Executive Severance Plan, which is attached as Exhibit 10.5 to this report and incorporated herein by reference.

4

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
<u>10.1†</u>	<u>Tellurian Inc. Incentive Compensation Program, effective as of November 18, 2021</u>
<u>10.2†</u>	<u>Form of Omnibus Amendment to Outstanding Restricted Stock Agreement under Tellurian Inc. Amended and Restated 2016 Omnibus Incentive Compensation Plan, effective as of January 6, 2022</u>
<u>10.3†</u>	<u>Form of Omnibus Amendment to Outstanding Restricted Stock Agreement under Tellurian Investments Inc. 2016 Omnibus Incentive Plan, effective as of January 6, 2022</u>
<u>10.4†</u>	<u>Form Long-Term Incentive Award Agreement under the Tellurian Inc. Incentive Compensation Program</u>
<u>10.5†‡</u>	<u>Tellurian Inc. Executive Severance Plan, effective as of January 6, 2022</u>
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document (included as Exhibit 101)

† Management contract or compensatory plan or arrangement.

‡ 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 hereunto duly authorized.

TELLURIAN INC.By: /s/ L. Kian Granmayeh

Name: L. Kian Granmayeh

Title: Executive Vice President and Chief Financial Officer

Date: January 6, 2022

TELLURIAN INC.
INCENTIVE COMPENSATION PROGRAM

Section 1. *Purpose*

The purpose of the Tellurian Incentive Compensation Program is to promote the financial interests and growth of Tellurian Inc., a Delaware corporation (the “Company”) and its respective Subsidiaries and Affiliates (each as defined below) by attracting and retaining employees of the Company with a combination of an annual Short Term Incentive and Long Term Incentive.

Section 2. *Eligibility*

Individuals who are eligible to be Participants in the Program shall be limited to Employees (i) that are employed on a full-time basis at December 31 of the applicable Performance Period; (ii) if applicable, that have executed certain amendments to their existing equity based award agreements, and (iii) who are provided with a Short Term Incentive Award Notification and/or who are provided with and execute and deliver to the Company a Long Term Incentive Award Agreement (each such Employee shall be referred to herein as a “Participant”). In the event of a Participant’s Termination of Employment (other than for Cause) during the Performance Period, the CEO shall have the sole discretion to permit such Participant to continue to be eligible for the Short Term Incentive, provided however, if such Participant is a Section 16 officer of the Company Group under the Exchange Act such discretion shall reside with the Board of Directors.

Section 3. *Administration*

(a) This Program shall be administered by the Board or, if the Board shall so determine, by the Committee. During any period of time in which this Program is administered by the Board, all references in this Program or any Short Term Incentive Award Notification or Long Term Incentive Award Agreement to the Committee shall be deemed to refer to the Board.

(b) The Committee shall have full power and authority to administer and interpret this Program, Awards granted under this Program and each Short Term Incentive Award Notification and Long Term Incentive Award Agreement, including, without limitation, the power to (i) exercise all of the powers granted to it under this Program, (ii) construe, interpret, administer and implement this Program and any Short Term Incentive Award Notifications and Long Term Incentive Award Agreements, (iii) prescribe, amend and rescind rules and regulations relating to this Program, including rules governing its own operations, (iv) correct any defect, supply any omission and reconcile any inconsistency in this Program and any Awards or Short Term Incentive Award Notifications and Long Term Incentive Award Agreements, (v) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Committee shall deem appropriate for the proper administration of the Program, (vi) determine from among those persons determined to be eligible for this Program the particular persons who will be Participants, (vii) grant Awards under this Program and determine the terms, conditions and amounts of such Awards, consistent with the express limitations of this Program, (viii) delegate such powers and authority to such persons as it deems appropriate; provided that any such delegation is consistent with applicable law and any guidelines as may be established by the Board from time to time, (ix) waive any forfeiture, vesting or other conditions under any Awards or accelerate the vesting of any Award, (x) determine whether any vesting term or condition under an Award has been satisfied and determine the amount, if any, payable under any Award, and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Program and any Awards and Short Term Incentive Award Notifications and Long Term Incentive Award Agreements. The determination of the Committee on all matters relating to this Program, any Short Term Incentive Award Notifications and Long Term Incentive Award Agreements or any Awards shall be final, binding and conclusive upon all persons.

(c) The Committee may employ counsel, consultants, accountants, appraisers, brokers or other persons at the expense of the Company or any of its Subsidiaries. The Board, the Committee, and the officers of the Company shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon all Participants, the Company and all other interested persons.

(d) No member of the Board or the Committee, any delegate of the Committee, any member of any governing body, or any committee thereof, of any Affiliate of the Company, or any officer, employee or agent of the Company or any of their respective Affiliates (each such person, an “Indemnifiable Person”) shall be liable for any action taken or omitted to be taken, or any determination made in good faith with respect to, the Program, any Short Term Incentive Award Notifications and Long Term Incentive Award Agreements or any Award hereunder. Each Indemnifiable Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys’ fees) that may be imposed upon or incurred by such Indemnifiable Person in connection with or resulting from any action, suit or proceeding to which such Indemnifiable Person may be a party or in which such Indemnifiable Person may be involved by reason of any action taken or omitted to be taken under the Program or any Short Term Incentive Award Notifications or Long Term Incentive Award Agreements and against and from any and all amounts paid by such Indemnifiable Person with the Company’s approval, in settlement thereof, or paid by such Indemnifiable Person in satisfaction of any judgment in any such action, suit or proceeding against such Indemnifiable Person; provided, that, the Company or its Subsidiaries shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and once the Company or any of its Subsidiaries gives notice to such Indemnifiable Person of its intent to assume the defense, the Company or any of its Subsidiaries shall have sole control over such defense with counsel of the Company’s or any of its Subsidiaries’ choice, as the case may be. The foregoing right of indemnification shall not be available to an Indemnifiable Person to the extent that a final judgment or other final adjudication (in either case not subject to further appeal) binding upon such Indemnifiable Person determines that the acts or omissions of such Indemnifiable Person giving rise to the indemnification claim resulted from such Indemnifiable Person’s bad faith, fraud or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law, the Company or any of their Affiliates. The foregoing right of indemnification shall be in addition to any other rights of indemnification to which such Indemnifiable Persons may be entitled, including under any governing document of the Company or any of its respective Affiliates, under any other agreement or arrangement between such Indemnifiable Person and the Company or any of its respective Affiliates, as a matter of law, or otherwise, or any other power that the Company or any of its respective Affiliates may have to indemnify such Indemnifiable Persons or hold them harmless.

Section 4. *Short Term Incentive*

(a) *Generally.* Each Short Term Incentive Award granted under the Program shall be evidenced by a Short Term Incentive Award Notification. Each Short Term Incentive Award granted shall be subject to the terms and conditions set forth in this Section 4, and to such other terms and conditions not inconsistent with the Program as may be reflected in the applicable Short Term Incentive Award Notification.

(b) *Notification of Eligibility.* Employees eligible for a Short Term Incentive Award with respect to a Performance Period shall be notified before or during the Performance Period of their (i) eligibility for a Short Term Incentive Award with respect to the Performance Period and (ii) the target and maximum amount of the Short Term

Incentive Award, set forth or denominated as a percentage of annual base salary (“**Short Term Incentive Notice**”).

(c) *Cash Award Determination and Grant.* Following the end of the Performance Period and no later than March 15 of the year following the end of the Performance Period, the Committee may, in its sole discretion, grant Short Term Incentive Awards pursuant to its authority under Section 3(b).

(d) *Payment.* Short Term Incentive Awards shall be paid solely in the form of cash and no later than March 15 of the year following the end of the Performance Period pursuant to the terms of the applicable Short Term Incentive Award Notification.

Section 5. *Long Term Incentive*

(a) *Generally.* Each Long Term Incentive Award granted under the Program shall be evidenced by a Long Term Incentive Award Agreement. Each Long Term Incentive Award so granted shall be subject to the terms and conditions set forth in this Section 5, and to such other terms and conditions not inconsistent with the Program as may be reflected in the applicable Long Term Incentive Award Agreement.

(b) *Notification of Eligibility.* Employees eligible for a Long Term Incentive Award with respect to a Performance Period shall be notified before or during the Performance Period of their (i) eligibility for a Long Term Incentive Award with respect to the Performance Period and (ii) the target and maximum amount of the Long Term Incentive Award, set forth or denominated as a percentage of annual base salary (“**Long Term Incentive Award Notice**”).

(c) *Determination and Grant.* Following the end of the Performance Period and no later than March 15 of the year following the end of the Performance Period, the Committee may, in its sole discretion, grant Long Term Incentive Awards pursuant to its authority under Section 3(b). The value of the Long Term Incentive Award granted hereunder shall be reduced by the amounts of any cash payments received or to be received pursuant to a Participant’s construction incentive award agreement, if applicable, within the same calendar as the grant of the Long Term Incentive Award.

(d) *Vesting.* Except as otherwise provided in a Long Term Incentive Award Agreement, the Long Term Incentive Award shall vest as follows, subject to (i) Participant’s continued employment through and including the applicable vesting date (and not having received notice from any member of the Company Group of intent to terminate Participant’s employment), and (ii) Participant’s continued compliance with any restrictive covenants by which Participant may be bound:

-3-

(i) *Tranche 1.* One-third (1/3) (rounded down to the nearest whole number, if applicable) of the Long Term Incentive Award (“**Tranche 1**”) shall vest on the grant date.

(ii) *Tranche 2.* One-third (1/3) (rounded down to the nearest whole number, if applicable) of the Long Term Incentive Award (“**Tranche 2**”) shall vest on the One Year Anniversary.

(iii) *Tranche 3.* The remaining Long Term Incentive Award (“**Tranche 3**”) shall vest on the Two Year Anniversary.

(e) *Settlement and Payment.* The terms and conditions of settlement and payment of each Long Term Incentive Award shall be set forth in each Participant’s applicable Long Term Incentive Award Agreement.

Section 6. *Amendment and Termination*

(a) The Committee shall have the authority to amend outstanding Awards, provided that no such action shall modify an Award in a manner materially adverse to the applicable Participant without Participant’s consent.

(b) Other than as specifically provided in any Short Term Incentive Award Notification or Long Term Incentive Award Agreement, the Committee may amend, suspend or terminate the Program, provided that no such action shall affect an outstanding Award in a manner materially adverse to the applicable Participant without Participant’s consent.

Section 7. *Tax Withholding*

The payments made pursuant to the Program and any Short Term Incentive Award Notification and Long Term Incentive Award Agreement hereunder will be reduced by withholding for any applicable federal, state foreign, and local taxes required to be withheld by the Company or one of its Subsidiaries and other authorized payroll deductions.

Section 8. *Section 409A*

It is intended that all Awards under the Program be interpreted and administered so that the payment of any Award shall either be exempt from the requirements of Section 409A, or shall comply with the requirements of such provisions, and accordingly, to the maximum extent permitted, shall be interpreted to be exempt from or in compliance with Section 409A. Notwithstanding any provision of the Program or any Short Term Incentive Award Notification or Long Term Incentive Award Agreement to the contrary, neither the Company nor any of its respective Subsidiaries or Affiliates, nor any of their respective directors, officers, employees, advisors or agents guarantees any particular tax treatment and none of the foregoing shall have any liability for the failure of the terms of the Program or any Short Term Incentive Award Notification or Long Term Incentive Award Agreement hereunder as written to be exempt from the provisions of Section 409A.

-4-

Each payment under the Program or any Short Term Incentive Award Notification or Long Term Incentive Award Agreement to which Section 409A applies shall be treated as a separate identified payment for purposes of Section 409A. In no event may any Participant, directly or indirectly, designate the calendar year of any payment to be made under the Program or any Short Term Incentive Award Notification or Long Term Incentive Award Agreement which constitutes a “deferral of compensation” within the meaning of Section 409A. To the extent any payment under the Program or any Short Term Incentive Award Notification or Long Term Incentive Award Agreement is subject to Section 409A, any reference to termination of service or similar terms shall mean a “separation from service” under Section 409A.

Notwithstanding any provision in the Program or in any Short Term Incentive Award Notification or Long Term Incentive Award Agreement to the contrary, if on the date of a Participant’s termination of employment, Participant is deemed to be a “specified employee” within the meaning of Section 409A using the identification methodology selected by the Company from time to time, or if none, the default methodology under Section 409A, any payments or benefits due upon a termination of Participant’s employment under any arrangement that constitutes a “deferral of compensation” within the meaning of Section 409A shall be delayed and paid or provided in a single lump sum (without interests) on the first payroll date on or following the earlier of (i) the date which is six (6) months and one (1) day after Participant’s termination of employment

for any reason other than death, and (ii) the date of Participant's death, and any remaining payments and benefits shall be paid or provided in accordance with the normal payment dates specified for such payment or benefit.

Section 9. *Miscellaneous*

(a) ERISA. The Program is not subject to the Employee Retirement Income Security Act of 1974, as amended.

(b) No Right of Employment. Nothing contained herein, in a Short Term Incentive Award Notification, Long Term Incentive Award Agreement or in an Award shall confer on any individual any right to be continued in the employ or service of the Company or any of its Subsidiaries, constitute any contract or agreement of employment or other service or affect an individual's status as an at-will employee or service provider, nor shall anything contained herein or in any Short Term Incentive Award Notification or Long Term Incentive Award Agreement or Award affect any rights which the Company or any of its Subsidiaries may have to change a person's compensation or other benefits or terminate such person's employment, services or association with the Company or any of its Subsidiaries for any reason any time.

(c) Funding. No Award, benefit or amount under the Program shall be secured by any specific assets of the Company or any of its respective Subsidiaries or Affiliates, nor shall any assets of the Company or any of its respective Subsidiaries or Affiliates be designated as attributable or allocated to the satisfaction of the Company's or any of its Subsidiaries' obligations under the Program.

-5-

(d) Successors. The obligations of the Company or any of its Subsidiaries under the Program shall be binding upon any successor corporation or organization resulting from the merger, amalgamation, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. To the extent not otherwise terminated in accordance with the terms and conditions of the Program and/or a Short Term Incentive Award Notification or Long Term Incentive Award Agreement, the terms of the Program and any Short Term Incentive Award Notification or Long Term Incentive Award Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and on Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.

(e) Section Headings: Construction. The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in the Program shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(f) Severability. In the event any provision of the Program or any Short Term Incentive Award Notification or Long Term Incentive Award Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Program and such Award Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

(g) Survival of Terms: Conflicts. The provisions of the Program shall survive the termination of the Program to the extent consistent with, or necessary to carry out, the purposes thereof. Each Short Term Incentive Award Notification and Long Term Incentive Award Agreement remains subject to the terms of the Program; however, in the event of any conflict between specific provisions of the Program and a Short Term Incentive Award Notification or Long Term Incentive Award Agreement, the Program shall control.

(h) Governing Law. The Program and each Short Term Incentive Award Notification and Long Term Incentive Award Agreement and all questions concerning the construction, interpretation, and validity of the Program and each Short Term Incentive Award Notification and Long Term Incentive Award Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 10. *Effective Date*

The Program shall become effective as of November 18, 2021.

-6-

Section 11. *Definitions*

For purposes of the Program, capitalized terms not otherwise defined herein shall have the following meanings:

(a) **"Affiliate"** shall mean any person or entity that directly or indirectly controls, is controlled by or is under common control with the Company. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting or other securities, by contract or otherwise.

(b) **"Award"** shall mean, individually, or collectively, any Short Term Incentive Award or Long Term Incentive Award granted under the Program.

(c) **"Board"** shall mean the Board of Directors of the Company.

(d) **"Cause"** shall have the meaning ascribed to that term in Participant's Individual Agreement or, if such term is not defined in Participant's Individual Agreement or there is no such agreement, then "Cause" shall mean (i) Participant's indictment for, conviction of, or pleading of guilty or nolo contendere to, any felony or any crime involving fraud, dishonesty or moral turpitude; (ii) Participant's gross negligence with regard to the Company or any Affiliate in respect of Participant's duties for the Company or any Affiliate; (iii) Participant's willful misconduct having or, which in the good faith discretion of the Board could have, an adverse impact on the Company or any Affiliate economically or reputation-wise; (iv) Participant's material breach of this Agreement, any other material agreement between Participant and the Company, including, but not limited to, any incentive or equity or equity-based award or agreement, or any code of conduct or ethics or any other policy of the Company, which breach (if curable in the good faith discretion of the Board) has remained uncured for a period of ten(10) days following the Company's delivery of written notice to Participant specifying the manner in which the agreement or policy has been materially breached; or (v) Participant's continued or repeated failure to perform Participant's duties or responsibilities to the Company or any Affiliate at a level and in a manner satisfactory to the Board in its sole discretion, which failure has not been cured to the satisfaction of the Board following notice to Participant. To the extent Participant is terminated as a member of the Board or the board of directors of any Subsidiary of the Company, "Cause" shall include a termination of such directorship for "cause" as determined in accordance with the provisions of Section 141(k) of the Delaware General Corporation Law. Any voluntary termination of Participant's employment in anticipation of a termination of Participant's employment by any member of the Company Group for Cause shall be deemed to be a termination by the Company for Cause.

(e) **“Code”** shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time, and any successor thereto, the Treasury Regulations thereunder and other relevant interpretive guidance issued by the Internal Revenue Service or the Treasury Department. Reference to any specific section of the Code shall be deemed to include such regulations and guidance, as well as any successor provision of the Code.

(f) **“Committee”** shall mean the Compensation Committee of the Board of Directors.

(g) **“Common Stock”** shall mean the Common Stock of the Company, \$0.01 par value per share.

-7-

(h) **“Company Group”** shall mean, collectively, the Company and its Subsidiaries.

(i) **“Employee”** shall mean any full time employee of a member of the Company Group. An Employee on a leave of absence for such periods and purposes conforming to the personnel policy of the Company may be considered still in the employ of a member of the Company Group for purposes of eligibility for participation in this Program.

(j) **“Employer”** shall mean as to Participant on any date, the Company Group member that employs or retains Participant on such date.

(k) **“Exchange Act”** shall mean the U.S. Securities Exchange Act of 1934, as amended, or any successor thereto, and the rules and regulations promulgated thereunder.

(l) **“Indemnifiable Person”** has the meaning set forth in Section 3(d).

(m) **“Individual Agreement”** shall mean an employment or similar agreement between Participant and a member of the Company Group.

(n) **“Long Term Incentive Award”** shall mean an award granted under the Program as described in Section 5 hereof.

(o) **“Long Term Incentive Award Agreement”** shall mean any written or electronic agreement, contract or other instrument or document evidencing any Long Term Incentive Award granted under the Program. The provisions of the various Long Term Incentive Award Agreements entered into under the Program need not be identical.

(p) **“Long Term Incentive Award Notice”** shall have the meaning set forth in Section 5(b).

(q) **“One Year Anniversary”** shall mean the date that is the one (1) year anniversary of the grant date.

(r) **“Participant”** has the meaning set forth in Section 2.

(s) **“Performance Period”** shall mean a one-year period beginning January 1 and ending December 31.

(t) **“Program”** shall mean this Tellurian Incentive Compensation Program, as may be amended, modified, supplemented or restated from time to time.

(u) **“Section 409A”** shall mean Section 409A of the Code.

(v) **“Short Term Incentive Award”** shall mean an award granted under the Program, that grants a participant an amount of cash as set forth in an applicable Short Term Incentive Notice.

-8-

(w) **“Short Term Incentive Award Notification”** shall mean any written or electronic notice, communication or document evidencing any Short Term Incentive Award granted under the Program. The provisions of the various Short Term Incentive Award Notifications need not be identical.

(x) **“Short Term Incentive Notice”** shall have the meaning set forth in Section 4(b).

(y) **“Subsidiary”** shall mean a corporation, partnership, joint venture, limited liability company, limited liability partnership, or other entity in which the Company owns directly or indirectly, fifty percent (50%) or more of the voting power or profit interests, or as to which the Company or one of its Affiliates serves as general or managing partner or in a similar capacity.

(z) **“Termination of Employment”** shall mean the time when the employee-employer relationship between an Employee and the Company or any Employer is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, disability, or retirement, but excluding terminations where the Employee simultaneously commences or re-mains in employment with the Company or any Employer. Notwithstanding the foregoing, to the extent necessary to comply with Section 409A as determined by the Committee, a termination of service means a “separation from service” (within the meaning of Section 409A).

(aa) **“Tranche 1”** shall have the meaning set forth in Section 5(d)(i).

(bb) **“Tranche 2”** shall have the meaning set forth in Section 5(d)(ii).

(cc) **“Tranche 3”** shall have the meaning set forth in Section 5(d)(iii).

(dd) **“Treasury Regulations”** shall mean the regulations promulgated under the Code by the United States Treasury Department, as amended.

(ee) **“Two Year Anniversary”** shall mean the date that is the two (2) year anniversary of the grant date.

-9-

**OMNIBUS AMENDMENT TO
OUTSTANDING RESTRICTED STOCK AGREEMENT
UNDER TELLURIAN INC. AMENDED AND RESTATED 2016
OMNIBUS INCENTIVE COMPENSATION PLAN**

This Omnibus Amendment (this "Amendment"), dated as of the date set forth on the signature page hereto, amends the terms and conditions of your restricted stock award agreement (the "Award Agreement") governing the terms of the incentive awards granted under the Tellurian Inc. (the "Company") Amended and Restated 2016 Omnibus Incentive Compensation Plan (the "Plan"). Capitalized terms used but not defined herein shall have the meaning set forth in the applicable Award Agreement or the Plan, as applicable.

In accordance with the terms of the Award Agreement and the Plan, you are being asked to consent to this Amendment to your Award Agreement.

The effectiveness of this Amendment is subject to, and contingent upon, the approval by the board of directors (the "Board") of the Company of the following compensation changes, which serve as consideration of the promises and covenants herein, and which will be effective as of the date of effectiveness of this Amendment: (i) your annual base salary will be increased to \$[•] effective January 1, 2022; (ii) your target and maximum short-term annual incentive opportunity will be [•]% and [•]% of your annual base salary, respectively; (iii) your target long-term incentive opportunity will be [•] times your annual base salary; and (iv) your maximum long-term incentive opportunity will be [•] times your target long-term incentive opportunity. In addition to, and not in limitation of the foregoing, as further consideration of the promises and covenants herein, the Company represents and warrants that you will be eligible to participate in the Company's incentive compensation program ("ICP") subject to the terms and conditions of the ICP. The amount of any awards granted to you under the ICP in any calendar year (if any), will be determined by the Board or its designee, and may, take into account such factors as the Board determines to be relevant, which may include individual or Company-level performance and which may be reduced by the amount of any cash payments received by you pursuant to your construction incentive program award in respect of the same calendar year as the applicable ICP award is granted, in each case as determined by the Board in its sole discretion.

Now, therefore, the Award Agreement is hereby amended as provided on Exhibit A, attached hereto.

By signing this Amendment, you acknowledge that you are signing this Amendment voluntarily and while under no obligation or compulsion to do so. You are not relying on the Company or any of its affiliates or any of their respective directors, officers, employees, agents, representatives or advisors with respect to the legal, tax, economic and related considerations of this Amendment, and the Company does not assume any liability with regard thereto.

Except as expressly modified by this Amendment, the terms and conditions of the Award Agreement shall continue to apply in accordance with its terms and the terms of the Plan.

To accept the terms of this Amendment, please acknowledge your acceptance by signing a copy of the signature page on the following page and returning it 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. This Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

Kindest regards,

Tellurian Inc.

By: _____
Name:
Title:

Tellurian Services LLC

By: _____
Name:
Title:

Agreed and Accepted:

By: _____
[•]

Date:

EXHIBIT A

Reference is hereby made to that certain Omnibus Amendment to which this Exhibit is attached and forms a part of (the "Amendment"). Capitalized terms used but not defined herein shall have the meaning set forth in the Amendment, the Award Agreement or the Plan, as applicable. Pursuant to the Amendment, your Award Agreement dated as of [•], shall, immediately and without further action by any party, be amended to provide as follows:

1. Notwithstanding anything in the Award Agreement or the Plan to the contrary, (i) upon the occurrence of a Change of Control, no then-unvested Shares of Restricted Stock shall become vested as a result of such Change of Control, but will instead remain outstanding and eligible to vest in accordance with the terms of the Award Agreement, as amended by paragraph 2 hereof.
2. Notwithstanding anything in paragraph 1 hereof, the Award Agreement or the Plan to the contrary, in the event you experience a Termination of Service by the Company without Cause within the one (1) year period immediately following a Change of Control, any Shares of Restricted Stock that are unvested and/or subject to forfeiture restrictions as of the date of such Termination of Service shall immediately vest in full and all forfeiture restrictions thereon shall lapse effective as of the date of such Termination of Service, subject to and conditioned upon, other than in the event of your death, (I) your continued compliance with all confidentiality obligations and restrictive covenants to which you are subject (the "Restrictive Covenants") and (II) your timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that you have or may have against the Company and its Affiliates and their respective officers, directors, employees, shareholders, agents and representatives, in a form satisfactory to the Company (the "Release") within twenty-one (21) days (or such longer period as may be required by law) after delivery of the form of Release by the Company.
3. For purposes of the Award Agreement (as amended hereby):
 - (a) Notwithstanding anything in the Award Agreement or the Plan to the contrary, "Change of Control" shall mean the occurrence of any of the following after the Effective Date:

(A) any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of either (1) the then outstanding shares of Common Stock of the Company (the "Outstanding Company Common Stock") or (2) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (A), the following acquisitions shall not constitute a Change of Control: (I) any acquisition directly from the Company or any Subsidiary or Affiliate, (II) any acquisition by the Company or any Subsidiary or Affiliate, (III) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, (IV) any acquisition pursuant to a transaction which complies with clauses (1) and (2) of subsection (C) below, or (V) any acquisition of additional securities by any Person who, as of the Restatement Effective Date, held 15% or more of either (x) the Outstanding Company Common Stock or (y) the Outstanding Company Voting Securities;

3

(B) a majority of the individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason during any twelve (12)-month period to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board;

(C) consummation by the Company of a reorganization, merger, or consolidation, or sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets of another entity (a "Business Combination"), in each case, unless, following such Business Combination, (1) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of Common Stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (2) at least a majority of the members of the board of directors (or equivalent governing authority) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

4

- (D) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.
- (b) Notwithstanding anything in the Award Agreement or the Plan to the contrary, "Cause" shall mean (i) in the case where there is an employment agreement in effect between the Company or an Affiliate of the Company and you that defines "cause" (or words of like import), "cause" (or words of like import) as defined under such agreement, or (ii) in the case where there is no such employment agreement, a Termination of Service resulting from (A) your indictment for, conviction of, or pleading of guilty or nolo contendere to, any felony or any crime involving fraud, dishonesty or moral turpitude; (B) your gross negligence with regard to the Company or any Affiliate in respect of your duties for the Company or any Affiliate; (C) your willful misconduct having or, which in the good faith discretion of the Board could have, an adverse impact on the Company or any Affiliate economically or reputation-wise; (D) your material breach of this Agreement, or any employment, consulting or similar agreement between you and the Company or one of its Affiliates or material breach of any code of conduct or ethics or any other policy of the Company, which breach (if curable in the good faith discretion of the Board) has remained uncured for a period of ten (10) days following the Company's delivery of written notice to you specifying the manner in which the agreement or policy has been materially breached; or (E) your continued or repeated failure to perform your duties or responsibilities to the Company or any Affiliate at a level and in a manner satisfactory to the Company in its sole discretion (including by reason of your habitual absenteeism or due to your insubordination), which failure has not been cured to the Company's satisfaction following notice to you. Whether you have been terminated for Cause will be determined by the Company's Chief Executive Officer (or his or her designee) in his or her sole discretion or, if you are or are reasonably expected to become subject to the requirements of Section 16 of the Exchange Act, by the Board or the Compensation Committee in its sole discretion. To the extent you are terminated as a member of the Board of the Company or any of its Affiliates, such termination for "cause" shall be determined in accordance with the provisions of Section 141(k) of the Delaware General Corporation Law.

5

**OMNIBUS AMENDMENT TO
OUTSTANDING RESTRICTED STOCK AGREEMENT
UNDER AMENDED AND RESTATED TELLURIAN INVESTMENTS INC.
2016 OMNIBUS INCENTIVE PLAN**

This Omnibus Amendment (this "Amendment"), dated as of the date set forth on the signature page hereto, amends the terms and conditions of your restricted stock award agreement (the "Award Agreement") governing the terms of the incentive award granted under the Amended and Restated Tellurian Investments Inc. 2016 Omnibus Incentive Plan (the "Plan"). Capitalized terms used but not defined herein shall have the meaning set forth in the Award Agreement or the Plan, as applicable.

In accordance with the terms of the Award Agreement and the Plan, you are being asked to consent to this Amendment to your Award Agreement.

The effectiveness of this Amendment is subject to, and contingent upon, the approval by the board of directors (the "Board") of Tellurian Inc. (the "Company") of the following compensation changes, which serve as consideration of the promises and covenants herein, and which will be effective as of the date of effectiveness of this Amendment: (i) your annual base salary will be increased to \$[●] effective January 1, 2022; (ii) your target and maximum short-term annual incentive opportunity will be [●]% and [●]% of your annual base salary, respectively; (iii) your target long-term incentive opportunity will be [●] times your annual base salary; and (iv) your maximum long-term incentive opportunity will be [●] times your target long-term incentive opportunity. In addition to, and not in limitation of the foregoing, as further consideration of the promises and covenants herein, the Company represents and warrants that you will be eligible to participate in the Company's incentive compensation program ("ICP") subject to the terms and conditions of the ICP. The amount of any awards granted to you under the ICP in any calendar year (if any), will be determined by the Board or its designee, and may, take into account such factors as the Board determines to be relevant, which may include individual or Company-level performance and which may be reduced by the amount of any cash payments received by you pursuant to your construction incentive program award in respect of the same calendar year as the applicable ICP award is granted, in each case as determined by the Board in its sole discretion.

Now, therefore, the Award Agreement is hereby amended as provided on Exhibit A attached hereto.

By signing this Amendment, you acknowledge that you are signing this Amendment voluntarily and while under no obligation or compulsion to do so. You are not relying on the Company or any of its affiliates or any of their respective directors, officers, employees, agents, representatives or advisors with respect to the legal, tax, economic and related considerations of this Amendment, and the Company does not assume any liability with regard thereto.

Except as expressly modified by this Amendment, the terms and conditions of the Award Agreement shall continue to apply in accordance with its terms and the terms of the Plan.

To accept the terms of this Amendment, please acknowledge your acceptance by signing a copy of the signature page on the following page and returning it 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. This Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

Kindest regards,

Tellurian Inc.

By: _____
Name:
Title:

Tellurian Services LLC

By: _____
Name:
Title:

Agreed and Accepted:

By: _____
[●]

Date:

EXHIBIT A

Reference is hereby made to that certain Omnibus Amendment to which this Exhibit is attached and forms a part of (the "Amendment"). Capitalized terms used but not defined herein shall have the meaning set forth in the Amendment, the Award Agreement or the Plan, as applicable. Pursuant to the Amendment, your Award Agreement dated as of [●], shall, immediately and without further action by any party, be amended to provide as follows:

1. Notwithstanding anything in the Plan or the Award Agreement to the contrary, upon the occurrence of a Change in Control, your then-unvested Restricted Shares (if any) will remain outstanding and eligible to vest in accordance with the Vesting Schedule in the Award Agreement; provided that notwithstanding anything in the Vesting Schedule or Section 6 of the Award Agreement to the contrary, in the event you experience a termination of Continuous Service (a) by the Company without Cause, or (b) due to your death or Disability, in each case within the one (1) year period immediately following a Change in Control, any Restricted Shares that are unvested and/or subject to forfeiture restrictions as of the date of such termination of Continuous Service shall immediately vest in full and all forfeiture restrictions thereon shall lapse effective as of the date of such termination of Continuous Service, subject to and conditioned upon, other than in the event of your death, (I) your continued compliance with all confidentiality obligations and restrictive covenants to which you are subject, and (II) your timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that you have or may have against the Company and its Affiliates and their respective officers, directors, employees, shareholders, agents and representatives, in a form satisfactory to the Company (the "Release") within twenty-one (21) days (or such longer period as may be required by law) after delivery of the form of Release by the Company.

2. For purposes of the Award Agreement (as amended hereby):
 - (a) Notwithstanding anything in the Award Agreement or the Plan to the contrary, "Cause" shall mean (i) in the case where there is an employment agreement in effect between the Company or an Affiliate of the Company and you that defines "cause" (or words of like import), "cause" (or words of like import) as defined under such agreement, or (ii) in the case where there is no such employment agreement, a termination of your Continuous Service resulting from (A) your indictment for, conviction of, or pleading of guilty or nolo contendere to, any felony or any crime involving fraud, dishonesty or moral turpitude; (B) your gross negligence with regard to the Company or any Affiliate in respect of your duties for the Company or any Affiliate; (C) your willful misconduct having or, which in the good faith discretion of the Board could have, an adverse impact on the Company or any Affiliate economically or reputation-wise; (D) your material breach of this Agreement, or any employment, consulting or similar agreement between you and the Company or one of its Affiliates or material breach of any code of conduct or ethics or any other policy of the Company, which breach (if curable in the good faith discretion of the Board) has remained uncured for a period of ten (10) days following the Company's delivery of written notice to you specifying the manner in which the agreement or policy has been materially breached; or (E) your continued or repeated failure to perform your duties or responsibilities to the Company or any Affiliate at a level and in a manner satisfactory to the Company in its sole discretion (including by reason of your habitual absenteeism or due to your insubordination), which failure has not been cured to the Company's satisfaction following notice to you. Whether you have been terminated for Cause will be determined by the Company's Chief Executive Officer (or his or her designee) in his or her sole discretion or, if you are or are reasonably expected to become subject to the requirements of Section 16 of the Exchange Act, by the Board or the Compensation Committee in its sole discretion. To the extent you are terminated as a member of the Board of the Company or any of its Affiliates, such termination for "cause" shall be determined in accordance with the provisions of Section 141(k) of the Delaware General Corporation Law.

LONG TERM INCENTIVE AWARD AGREEMENT

THIS LONG TERM INCENTIVE AWARD AGREEMENT (the “**Agreement**”), is made effective as of [●] (the “**Grant Date**”) by and between Tellurian Inc., a Delaware corporation (the “**Company**”), and the individual signatory hereto (“**Participant**”) (each a “**Party**”, and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the Company may make Awards pursuant to the Tellurian, Inc. Incentive Compensation Program (as may be amended, modified, supplemented or restated from time to time, the “**Program**”);

WHEREAS, capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Program; and

WHEREAS, the Company desires to grant Participant an Award, subject to the terms and conditions set forth in this Agreement and the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1 Definitions. Except as expressly set forth in this Agreement, capitalized terms used herein shall have the meanings ascribed them in this Section 1.

(a) “**Cause**” shall have the meaning ascribed to that term in Participant’s Individual Agreement or, if such term is not defined in Participant’s Individual Agreement or there is no such agreement, then “Cause” shall mean (i) Participant’s indictment for, conviction of, or pleading of guilty or nolo contendere to, any felony or any crime involving fraud, dishonesty or moral turpitude; (ii) Participant’s gross negligence with regard to the Company or any Affiliate in respect of Participant’s duties for the Company or any Affiliate; (iii) Participant’s willful misconduct having or, which in the good faith discretion of the Board could have, an adverse impact on the Company or any Affiliate economically or reputation-wise; (iv) Participant’s material breach of this Agreement, any other material agreement between Participant and the Company, including, but not limited to, any incentive or equity or equity-based award or agreement, or any code of conduct or ethics or any other policy of the Company, which breach (if curable in the good faith discretion of the Board) has remained uncured for a period of ten (10) days following the Company’s delivery of written notice to Participant specifying the manner in which the agreement or policy has been materially breached; or (v) Participant’s continued or repeated failure to perform Participant’s duties or responsibilities to the Company or any Affiliate at a level and in a manner satisfactory to the Board in its sole discretion, which failure has not been cured to the satisfaction of the Board following notice to Participant. To the extent Participant is terminated as a member of the Board or the board of directors of any Subsidiary of the Company, “Cause” shall include a termination of such directorship for “cause” as determined in accordance with the provisions of Section 141(k) of the Delaware General Corporation Law. Any voluntary termination of Participant’s employment in anticipation of a termination of Participant’s employment by any member of the Company Group for Cause shall be deemed to be a termination by the Company for Cause.

1

(b) “**Employer**” shall mean as to Participant on any date, the Company Group member that employs or retains Participant on such date.

(c) “**Exchange Act**” shall mean U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(d) [“**Good Reason**” shall have the meaning ascribed to that term in Participant’s Individual Agreement or, if such term is not defined in Participant’s Individual Agreement or there is no such agreement, then “Good Reason” shall mean any of the following events without Participant’s written consent, (i) a material diminution in Participant’s annual base salary, or (ii) a relocation of Participant’s principal office location more than fifty (50) miles from its then-current location.]¹

(e) [“**Good Reason Process**” means that (i) Participant reasonably determines in good faith that a “Good Reason” condition has occurred; (ii) Participant notifies the Company in writing within sixty (60) days of the first occurrence of such condition; (iii) the Participant cooperates in good faith with the Company’s efforts, for a period of not less than thirty (30) days following receipt of such notice (the “**Cure Period**”) to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist at the end of the Cure Period; and (v) Participant terminates Participant’s employment within thirty (30) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.]

(f) “**Individual Agreement**” shall mean an employment or similar agreement between Participant and a member of the Company Group.

(g) “**One Year Anniversary**” shall mean the date that is the one (1) year anniversary date of the Grant Date.

(h) “**Qualifying Termination**” shall mean a Termination of Employment by any member of the Company Group due to Participant’s death, [or] by the Company without Cause (including disability) [or by Participant for Good Reason].

(i) “**Release Requirement**” shall mean the execution, delivery, and nonrevocation of a release of claims by Participant, Participant’s power of attorney or the Participant’s estate, as applicable, in favor of the Company and its Subsidiaries and its and their respective Affiliates on such terms and conditions and subject to such provisions as are reasonably determined by the Company, and any revocation period applicable to such release must have expired before the earlier of the fifty-ninth (59th) day after the date of Termination of Employment.

¹ The bracketed language regarding Good Reason in Sections 1(d), 1(e), 1(h) and 4(b) is included in the Long Term Incentive Award Agreement with each of the Company’s named executive officers other than Khaled Sharafeldin and is excluded from the Long Term Incentive Award Agreement with Khaled Sharafeldin.

2

(j) “**Termination of Employment**” shall mean the time when the employee-employer relationship between an Employee and the Company or any Employer is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, disability, or retirement, but excluding terminations where the Employee simultaneously commences or re-mains in employment with the Company or any Employer. Notwithstanding the foregoing, to the extent necessary to comply with Section 409A as determined by the Committee, a termination of service means a “separation from service” (within the meaning of Section 409A).

(k) “**Two Year Anniversary**” shall mean the date that is the two (2) year anniversary date of the Grant Date.

Section 2. Award. Subject to the terms and conditions set forth in the Program and this Agreement, the Committee grants Participant an Award under the Program, effective as of the Grant Date, entitling Participant to [●] Tracking Units.

Section 3. Vesting and Payment. Except as otherwise provided in Section 4, the Tracking Units shall vest and settle as follows, subject to (i) Participant's continued employment through and including the applicable vesting date (and not having received notice from any member of the Company Group of intent to terminate Participant's employment for Cause), and (ii) Participant's continued compliance with any restrictive covenants by which Participant may be bound:

(a) Tranche 1. One-third (1/3) (rounded down to the nearest whole number, if applicable) of the Tracking Units ("**Tranche 1**") shall vest on the Grant Date ("**Tranche 1 Vesting Date**"). Subject to Section 6, as soon as practicable following the Tranche 1 Vesting Date, and in no event later than March 15 in the year following the Performance Period, the Company will deliver to Participant an amount in cash equal to the closing Company stock price on the trading day prior to the Grant Date multiplied by the vested Tranche 1 Tracking Units (such amount, the "**Tranche 1 Payment**" and such actual date of payment, the "**Tranche 1 Payment Date**").

(b) Tranche 2. One-third (1/3) (rounded down to the nearest whole number, if applicable) of the Tracking Units ("**Tranche 2**") shall vest on the One Year Anniversary ("**Tranche 2 Vesting Date**"). Subject to Section 6, as soon as practicable following the Tranche 2 Vesting Date, and in no event later than thirty (30) days after such date, the Company will deliver to Participant an amount in cash equal to the closing Company stock price on the trading day prior to the Tranche 2 Vesting Date multiplied by the vested Tranche 2 Tracking Units (such amount, the "**Tranche 2 Payment**").

(c) Tranche 3. The remaining Tracking Units ("**Tranche 3**") shall vest on the Two Year Anniversary ("**Tranche 3 Vesting Date**"). Subject to Section 6, as soon as practicable following the Tranche 3 Vesting Date, and in no event later than thirty (30) days after such date, the Company will deliver to Participant an amount in cash equal to the closing Company stock price on the trading day prior to the Tranche 3 Vesting Date multiplied by the vested Tranche 3 Tracking Units (such amount, the "**Tranche 3 Payment**").

3

Section 4. Termination of Employment.

(a) Termination for Cause. Upon a Participant's Termination of Employment by any member of the Company Group for Cause, all Tracking Units granted hereunder, whether vested or unvested, will immediately and automatically be forfeited as of the date of such termination for no consideration and without any action by the Company. Participant shall have no further right or interest in or with respect to such Tracking Units.

(b) Resignation [without Good Reason]. Upon a Termination of Employment by Participant [without Good Reason], all vested and unvested Tracking Units granted hereunder will immediately and automatically be forfeited as of the date of such termination for no consideration and without any action by the Company and Participant shall have no further right or interest in or with respect to such Tracking Units.

(c) Qualifying Termination. In the event of a Qualifying Termination, subject to the satisfaction of the Release Requirement and Participant's continued compliance with all confidentiality obligations and restrictive covenants to which Participant is subject:

i. any previously vested Tracking Units, if any, to the extent not yet paid pursuant to Section 3 hereof, shall be paid in accordance with, and in an amount calculated pursuant to, Section 3 hereof;

ii. all unvested Tracking Units shall remain eligible to vest following such Termination of Employment in accordance with Section 3 hereof without regard to the continuous service requirement and the Company will deliver to Participant an amount in cash calculated pursuant to Section 3 hereof, which shall be paid, subject to Section 6 hereof, on the later of the date the payment would be made pursuant to Section 3 hereof and the first payroll date following the sixtieth (60th) day after the date of Termination of Employment.

Section 5. Award Subject to the Program. By entering into this Agreement, Participant acknowledges and agrees that (a) Participant has received and read the copy of the Program, (b) the Award is subject to the Program, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and (c) Participant shall execute, and return to the Company, an executed copy of this Agreement. In the event of any conflict between this Agreement and the Program, the terms of the Program shall govern.

Section 6. Other Terms.

(a) Tax Withholding. Payments made pursuant to this Agreement will be reduced by withholding for any applicable federal, state, foreign and local taxes required to be withheld by the Company or one of its Subsidiaries or other authorized payroll deductions.

(b) Section 409A. It is intended that this Agreement be interpreted and administered so that the payment of any Award shall either be exempt from the requirements of Section 409A, or shall comply with the requirements of such provisions, and accordingly, to the maximum extent permitted, shall be interpreted to be exempt from or in compliance with Section 409A. Notwithstanding any provision of this Agreement to the contrary, neither the Company nor any of its respective Subsidiaries or Affiliates, nor any of their respective directors, officers, employees, advisors or agents guarantees any particular tax treatment and none of the foregoing shall have any liability for the failure of the terms of this Agreement as written to be exempt from the provisions of Section 409A.

4

Each payment under this Agreement to which Section 409A applies shall be treated as a separate identified payment for purposes of Section 409A. In no event may Participant, directly or indirectly, designate the calendar year of any payment to be made under this Agreement, which constitutes a "deferral of compensation" within the meaning of Section 409A. To the extent any payment under this Agreement is subject to Section 409A, any reference to termination of service or similar terms shall mean a "separation from service" under Section 409A.

Notwithstanding any provision of this Agreement to the contrary, if on the date of Participant's termination of employment, Participant is deemed to be a "specified employee" within the meaning of Section 409A using the identification methodology selected by the Company from time to time, or if none, the default methodology under Section 409A, any payments or benefits due upon a termination of Participant's employment under any arrangement that constitutes a "deferral of compensation" within the meaning of Section 409A shall be delayed and paid or provided in a single lump sum (without interests) on the first payroll date on or following the earlier of (i) the date which is six (6) months and one (1) day after Participant's termination of employment for any reason other than death, and (ii) the date of Participant's death, and any remaining payments and benefits shall be paid or provided in accordance with the normal payment dates specified for such payment or benefit.

(c) Section 280G. Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or any of its Affiliates to Participant or for Participant's benefit pursuant to the terms of this Agreement or otherwise

("Covered Payments") constitute "excess parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 7(c), be (x) nondeductible under Section 280G of the Code and/or (y) subject to the excise tax imposed under Section 4999 of the Code (or any successor provisions applicable to such Sections) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then the Covered Payments will be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, is subject to the Excise Tax; provided, however, that the foregoing reduction will be made only if and to the extent that such reduction would result in an increase in the aggregate payment and benefits to be provided, determined on an after-tax basis after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). Any reductions hereunder shall be made in accordance with Section 409A and the following: (A) the payments and benefits that do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first; and (B) all other payments and benefits shall then be reduced as follows: (I) cash payments shall be reduced before non-cash payments; and (II) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date. Any determination required under this Section 6(c), including, but not limited to, whether any payments or benefits are or could be "parachute payments" within the meaning of Section 280G of the Code, shall be determined by the Committee (or its designee).

5

(d) Restriction on Transfer. Participant shall not sell, transfer, pledge, hypothecate, assign or otherwise dispose of the Award or any rights or interest therein, including without limitation any rights under this Agreement or any amounts payable in settlement of the Award. Any attempted sale, transfer, pledge, hypothecation, assignment or other disposition by Participant of the Award in violation of this provision shall be null and void *ab initio* and of no effect.

(e) Severability. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(f) Counterparts. This Agreement may be executed in one or more counterparts but shall not be effective until each Party has executed at least one counterpart. Each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute the same instrument.

(g) Governing Law. This Agreement and all questions concerning the construction, interpretation, and validity this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(h) Waiver and Amendment. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement shall preclude or restrict the further exercise of that or any other right or remedy. Any waiver, alteration, amendment or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by each of the Parties.

(i) Notices. Any notice provided for in this Agreement or under the Program must be in writing and must be either personally delivered, transmitted via electronic mail, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated or at such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder and received when delivered personally, when received if transmitted via electronic mail, five (5) days after deposit in the U.S. mail and one (1) day after deposit for overnight delivery with a reputable overnight courier service.

If to the Company, to:

Tellurian Inc.
1201 Louisiana Street, Suite 3100
Houston, Texas 77002
Attention: General Counsel
Attention: Chief Human Resources Officer
Email: legal.notices@tellurianinc.com
Email: HR@tellurianinc.com

If to Participant, to Participant's physical and/or email address most recently on file with the Company with a copy (which shall not constitute notice) to such other persons as may be designated by Participant in writing.

6

(j) Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior agreements between Participant and the Company with respect to the subject matter hereof.

(k) Data Protection. By accepting the Award (whether by electronic means or otherwise), Participant hereby consents to the holding and processing of personal data provided by Participant to the Company and its Subsidiaries for all purposes necessary for the operation of this Agreement and the Award. This includes, but is not limited to, administering and maintaining records regarding Participant; providing information to third party administrators of benefit plans and awards; and providing information to future purchasers of the Company or the business in which Participant works. Participant is hereby advised and directed to refer to any Company and/or Subsidiary data protection policy and/or notice from time to time in place for more details about how Participant's personal data is used.

(l) Acknowledgment. By Participant's signature and the signature of the Company's representative below, Participant and the Company hereby acknowledge that Participant has been granted the right to participate in the Award with effect from the Grant Date on the terms and conditions of this Agreement. Further, Participant acknowledges Participant's agreement to be bound to the terms of this Agreement in connection with Participant's acceptance of the Award issued hereby through procedures, including electronic procedures, provided by or on behalf of the Company and/or its Subsidiaries.

[signature page follows]

7

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Grant Date.

TELLURIAN INC.

Name:

Title:

PARTICIPANT:

Name:

Signature Page to Long Term Incentive Award Agreement

TELLURIAN INC.

EXECUTIVE SEVERANCE PLAN

(Effective January 6, 2022)

TELLURIAN INC.
EXECUTIVE SEVERANCE PLAN

(Effective January 6, 2022)

ARTICLE I
INTRODUCTION; ESTABLISHMENT OF PLAN

Tellurian, Inc. (the “Company”) hereby establishes a severance benefit plan known as the Tellurian Inc. Executive Severance Plan (the “Plan”), effective as of the Effective Date, as set forth in this document. The Plan is intended to provide separation benefits to certain specified executives who are designated as eligible for benefits under this Plan, who lose their employment (other than for Cause) under the circumstances set forth herein.

ARTICLE II
DEFINITIONS

2.1 Defined Terms. As used herein, the following words and phrases shall have the following respective meanings unless the context clearly indicates otherwise.

(a) Affiliate. The Company and any entity that is treated as the same employer as the Company under Sections 414(b), (c), (m), or (o) of the Code, any entity required to be aggregated with the Company pursuant to regulations adopted under Section 409A of the Code, or any entity otherwise designated as an Affiliate by the Company.

(b) Base Salary. The Participant’s annual base salary in effect immediately preceding the Date of Termination.

(c) Board. The Board of Directors of the Company.

(d) Cause. Termination of employment resulting from (a) the Participant’s indictment for, conviction of, or pleading of guilty or nolo contendere to, any felony or any crime involving fraud, dishonesty or moral turpitude; (b) the Participant’s gross negligence with regard to the Company or any Affiliate (including Tellurian Services LLC) in respect of the Participant’s duties for the Company or any Affiliate (including Tellurian Services LLC); (c) the Participant’s willful misconduct having or, which in the good faith discretion of the Plan Administrator could have, an adverse impact on the Company or any Affiliate (including Tellurian Services LLC) economically or reputation-wise; (d) the Participant’s material breach of the Plan, or any employment, consulting or similar agreement between the Participant and the Company or one of its Affiliates (including Tellurian Services LLC) or material breach of any code of conduct or ethics or any other policy of the Company or any Affiliate (including Tellurian Services LLC), which breach (if curable in the good faith discretion of the Plan Administrator) has remained uncured for a period of ten (10) days following delivery of written notice to the Participant specifying the manner in which the agreement or policy has been materially breached; or (e) the Participant’s continued or repeated failure to perform his or her duties or responsibilities to the Company or any Affiliate (including Tellurian Services LLC) at a level and in a manner satisfactory to the Plan Administrator in its sole discretion, which failure has not been cured to the satisfaction of the Plan Administrator following notice to the Participant. To the extent a Participant is terminated as a member of the Board or the board of directors of any Subsidiary of the Company, “Cause” shall include a termination of such directorship for “cause” as determined in accordance with the provisions of Section 141(k) of the Delaware General Corporation Law. Any voluntary termination of a Participant’s employment in anticipation of a termination of such Participant’s employment by the Company or any of its Affiliates for Cause shall be deemed to be a termination by the Company for Cause. Whether the Participant has been terminated for Cause will be determined by the Company’s Chief Executive Officer (or his or her designee) in his or her sole discretion or, if the Participant is or is reasonably expected to become subject to the requirements of Section 16 of the Exchange Act, by the Board in its sole discretion.

- 1 -

(e) Change in Control. Means the occurrence of any of the following after the Effective Date:

(i) any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (an “Exchange Act Person”) acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (A) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); *provided, however*, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from the Company or any Subsidiary or Affiliate, (2) any acquisition by the Company or any Subsidiary or Affiliate, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, (4) any acquisition pursuant to a transaction which complies with clauses (A) and (B) of Section 2.1(e)(iii), below, or (5) any acquisition of additional securities by any Exchange Act Person who, as of the Effective Date, held 15% or more of either (x) the Outstanding Company Common Stock or (y) the Outstanding Company Voting Securities;

(ii) individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; *provided, however*, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board; or

(iii) consummation by the Company of a reorganization, merger, or consolidation, or sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets of another entity (a “Business Combination”), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (B) at least a majority of the members of the board of directors (or equivalent governing authority) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination.

(iv) approval by the stockholders of a complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, in any circumstance or transaction in which compensation payable pursuant to this Plan would be subject to the tax under Section 409A of the Code if the foregoing definition of “Change in Control” were to apply, but would not be so subject if the term “Change in Control” were defined herein to mean a “change in control event” within the meaning of Treasury Regulation § 1.409A-3(i)(5), then “Change in Control” means, but only with respect to the applicable Participant and only to the extent necessary to prevent such compensation from becoming subject to the tax under Section 409A of the Code, a transaction or circumstance that satisfies the requirements of both (1) a Change in Control under the applicable clause (a) through (c) above, and (2) a “change in control event” within the meaning of Treasury Regulation § 1.409A-3(i)(5).

(f) Code. The Internal Revenue Code of 1986, as amended from time to time.

(g) Company. Tellurian Inc. and any successor to such entity.

(h) Date of Termination. The date on which a Participant has a Separation from Service from the Participant’s Employer.

(i) Disability. The Participant is eligible to receive benefits under the Company’s group long-term disability plan maintained by the Company or the applicable Employer, as in effect from time to time.

(j) Effective Date. January 6, 2022.

(k) Eligible Employee. Any full-time employee of the Company or a Related Entity who is a member of the executive committee of the Company; provided, however, that the Chief Executive Officer of the Company and the Executive Chairman of the Board shall not be Eligible Employees for purposes of the Plan.

(l) Employer. The Company or Related Entity that is the common law employer of the Eligible Employee.

(m) ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time.

(n) Exchange Act. The Securities Exchange Act of 1934, as amended, and any successor law thereto.

(o) Good Reason. With respect to a Participant’s Separation from Service, the occurrence of any one of the following events, without Participant’s written consent: (i) a material diminution in the Participant’s base salary; or (ii) relocation of the Participant’s primary work location by more than 50 miles from its then current location; *provided* that Participant has notified the Company in writing of the event described in (i) or (ii) above within sixty (60) days after the occurrence of such event, the Company (or its successor) has within thirty (30) days thereafter failed to restore Participant to the appropriate location or salary and Participant actually terminates employment within thirty (30) days following the expiration of the Company’s thirty (30)-day cure period described above.

(p) Participant. An Eligible Employee who meets the requirements of ARTICLE III.

(q) Plan. The Tellurian Inc. Executive Severance Plan, as set forth in this document.

(r) Plan Administrator. The Compensation Committee of the Board.

(s) Protection Period. The period beginning on the date of a Change in Control and ending on the second anniversary of such Change in Control.

(t) Related Entity. Any Affiliate that is treated as the same “service recipient” or “employer” as the Company pursuant to Treasury Regulation Section 1.409A-1(h)(3).

(u) Restricted Period. The duration of the Participant’s employment with the Company or an Affiliate and a period of twelve (12) months thereafter.

(v) Separation from Service. A “separation from service” within the meaning of Section 409A(a)(2)(A)(i) of the Code and Treasury Regulation Section 1.409A-1(h).

(w) Severance Pay. Cash severance payable to a Participant as determined pursuant to ARTICLE IV and Appendix A and Appendix B to this Plan, as applicable.

(x) Subsidiary. A corporation, partnership, joint venture, limited liability company, limited liability partnership, or other entity in which the Company owns directly or indirectly, fifty percent (50%) or more of the voting power or profit interests, or as to which the Company or one of its Affiliates serves as general or managing partner or in a similar capacity.

(y) Target STI Amount. The product of (i) the current target short-term incentive multiple established for the Participant under the short-term incentive compensation component of the Tellurian Inc. Incentive Compensation Program as of immediately preceding the Date of Termination, *multiplied by* (ii) the Participant's current Base Salary.

ARTICLE III ELIGIBILITY FOR BENEFITS

3.1 Eligibility Requirements. Only Eligible Employees who meet all of the requirements of Sections 3.2 through 3.4 of this ARTICLE III shall become Participants in the Plan and be entitled to the severance benefits set forth in ARTICLE IV.

3.2 Duration of Participation. Once an individual becomes a Participant in the Plan, he or she shall continue to be a Participant in the Plan until the soonest of (i) the date the Participant terminates employment in a manner not entitling such Participant to payments or other benefits under the Plan, (ii) the date on which the Participant and the Company agree in writing that the individual shall no longer be a Participant in the Plan, (iii) the date the Plan is amended to terminate the individual's participation in the Plan in accordance with Section 9.2, below, or (iv) other than during the Protection Period, the date on which the Participant ceases to be an Eligible Employee due to a change in such Participant's title or as otherwise determined by the Board. For purposes of clarity, once a Participant incurs a Separation from Service entitling the Participant to benefits under ARTICLE IV below, such Participant shall remain entitled to such payments or benefits until they have been paid to the Participant in full.

3.3 Qualifying Termination. A Participant shall be entitled to separation benefits as set forth in ARTICLE IV below if the Participant incurs a Separation from Service from the Employer that is (a) initiated by the Employer for any reason other than Cause, death, or Disability, or (b) initiated by the Participant for Good Reason during the Protection Period (a "Qualifying Termination"). If the Participant incurs a Separation from Service for any other reason, the Participant shall not be entitled to any payments or benefits hereunder. An Eligible Employee who is not a Participant on his or her Date of Termination shall not be entitled to any payments or benefits hereunder.

3.4 Active Employment Required. The Eligible Employee must continue to work productively for the Employer, as determined in the sole discretion of the Plan Administrator, until it is determined that the Eligible Employee's services are no longer necessary. If the Eligible Employee terminates employment prior to the Eligible Employee's termination date that would otherwise qualify under Section 3.3, the Eligible Employee will not be eligible for severance benefits hereunder.

ARTICLE IV SEPARATION BENEFITS

4.1 Outside of Protection Period. In the event the Participant's Date of Termination as resulting from a Qualifying Termination occurs outside of the Protection Period, and contingent upon (i) the Participant timely executing and not revoking the Release in accordance with Section 4.3 below, and (ii) the Participant's compliance with the restrictive covenants set forth in ARTICLE VIII below, the Company shall pay or provide to Participant the Severance Pay and benefits set forth in Appendix A.

- 5 -

4.2 During Protection Period Upon a Change in Control. In the event the Participant's Date of Termination resulting from a Qualifying Termination occurs during the Protection Period and contingent upon (i) the Participant timely executing and not revoking the Release in accordance with Section 4.3 below, and (ii) the Participant's compliance with the restrictive covenants set forth in ARTICLE VIII below, the Company shall pay or provide to Participant the Severance Pay and benefits set forth in Appendix B.

4.3 Release. As a condition precedent to the payment or provision by the Company of the amounts or benefits due under the relevant sections of this ARTICLE IV, the Participant must execute a release in substantially the form attached hereto as Exhibit A (the "Release") within twenty-one (21) days following the Date of Termination, or within forty-five (45) days following the Date of Termination in case of a group layoff, and not revoke such Release within the subsequent seven (7) day revocation period (if applicable). No severance payments under this Plan shall be paid or provided unless and until the Release becomes effective. Any payments that would otherwise have been due prior to the date the Release becomes effective shall be withheld and paid on the first payroll period on which severance pay is paid.

4.4 Board Resignation. As a condition precedent to the payment or provision by the Company of the amounts or benefits due under the relevant sections of this ARTICLE IV, the Participant must tender his or her resignation from the Board and the board of directors of any of the Company's Affiliates upon termination of Participant's employment with the Company, which resignation the Board or the applicable board of directors may or may not accept.

ARTICLE V REEMPLOYMENT BY EMPLOYER OR SUCCESSOR

5.1 Severance Offset. If a Participant who has received Severance Pay under ARTICLE IV of this Plan, or any other severance payment or benefits from the Company or an Employer within the previous 24 months (collectively, the "Prior Severance") is reemployed by any Employer, then in the event of such Participant's subsequent Qualifying Termination, the Participant's Severance Pay payable to the Participant under this Plan shall be offset by the amount of any such Prior Severance. For the avoidance of doubt, in the event that the amount of any Prior Severance equals or exceeds any Severance Pay payable pursuant to this Plan upon a subsequent Qualifying Termination, the Participant shall not be eligible to receive any Severance Pay under this Plan.

5.2 Ineligibility for Certain Engagements. Participants who have received or are currently receiving Severance Pay shall not be eligible for temporary employment, or work as an independent contractor or a contract laborer with any Employer, unless the Participant agrees as a condition of such engagement to forfeit any Severance Pay otherwise payable during the period of that engagement.

- 6 -

ARTICLE VI SECTION 280G

6.1 Best Net After-Tax. If any of the payments to a Participant (prior to any reduction, below) provided for in this Plan, together with any other payments which Participant has the right to receive from the Company or any corporation which is a member of an "affiliated group" as defined in Section 1504(a) of the Code, without regard to Section 1504(b) of the Code, of which the Company is a member (the "Payments"), would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), and if the Safe Harbor Amount is greater than the Taxed Amount, as determined on a net, after-tax basis as described below, then the total amount of such Payments shall be reduced to the Safe Harbor Amount. The "Safe Harbor Amount" is the largest portion of the Payments that would result in no portion of the Payments being subject to the excise tax set forth at Section 4999 of the Code ("Excise Tax"). The "Taxed Amount" is the total amount of the Payments (without any reduction, above) notwithstanding that all or some portion of the Payments may be subject to the Excise Tax. Solely for the purpose of comparing which of the Safe Harbor Amount and the Taxed Amount is greater, the determination of each such amount, shall be made on an after-tax basis, taking into account all applicable federal, state and local employment taxes, income taxes, and, if applicable, the Excise Tax (all of which shall be computed at the highest applicable marginal rate regardless of Participant's actual marginal rate).

6.2 Reduction of Payments. If a reduction of the Payments to the Safe Harbor Amount is necessary, then the reduction shall be made in accordance with Section 409A of the Code and shall occur in the following order: (i) the payments and benefits that do not constitute nonqualified deferred compensation subject to Section 409A of the Code shall be reduced first; and (ii) all other payments and benefits shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

6.3 Performance of Calculations. The calculations in Section 6.1 above shall be made by a certified public accounting firm, executive compensation consulting firm, or law firm designated by the Company in its sole and absolute discretion and may be determined using reasonable assumptions and approximations concerning applicable taxes and relying on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The costs of performing such calculations shall be borne exclusively by the Company.

ARTICLE VII SUCCESSOR TO COMPANY

This Plan shall bind any successor of the Company, its assets or its businesses (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would be obligated under this Plan if no succession had taken place. In the case of any transaction in which a successor would not by the foregoing provision or by operation of law be bound by this Plan, the Company shall require such successor expressly and unconditionally to assume and agree to perform the Company's obligations under this Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The term "Company," as used in this Plan, shall mean the Company as hereinbefore defined and any successor or assignee to the business or assets which by reason hereof becomes bound by this Plan.

- 7 -

ARTICLE VIII CONFIDENTIAL MATERIAL AND PARTICIPANT OBLIGATIONS

8.1 Proprietary and Confidential Information. Each Participant's employment with the Company allows the Participant access to Proprietary and Confidential Information to which Participant would not otherwise be privy. For purposes of this Plan, "Proprietary and Confidential Information" is defined as all information and any idea in whatever form, tangible or intangible, of a confidential or secret nature that pertains in any manner to the business of the Company or its Affiliates. This includes, but is not limited to, any and all non-public information relating to the Company, its Affiliates, or their business, operations, financial affairs, performance, assets, pricing and pricing strategies, technology, research and development, processes, products, contracts, customers, licensees, sublicensees, suppliers, personnel, plans or prospects, whether or not in written form and whether or not expressly designated as confidential, including any such information consisting of or otherwise relating to trade secrets, know-how, technology (including software and programs), designs, drawings, photographs, samples, processes, license or sublicense arrangements, formulae, proposals, product specifications, customer lists or preferences, referral sources, marketing or sales techniques or plans, operating manuals, service manuals, financial information or projections, lists of suppliers or distributors or sources of supply. Proprietary and Confidential Information includes both information developed by Participant for the Company and its Affiliates and information Participant obtained while in the Company's employment. All Proprietary and Confidential Information, whether created by Participant or other employees, shall remain the property of the Company and its Affiliates.

8.2 Non-Disclosure and Return. Each Participant understands and agrees that the Proprietary and Confidential Information is confidential information that the law treats as privileged, thereby protecting an employer from use without consent. Accordingly, as a condition of participation in this Plan, each Participant agrees that the Participant will not, under any circumstances, or at any time, whether as an individual, partnership, or corporation, or employee, principal, agent, partner or shareholder thereof, in any way, either directly or indirectly, divulge, disclose, copy, use, divert or attempt to divulge, disclose, copy, use or divert the Company's Proprietary and Confidential Information, except to the extent authorized and necessary to carry out Participant's responsibilities during employment with the Company, or as required by law. Upon termination of a Participant's employment with the Company, the Participant shall immediately return to the Company all property in Participant's possession or control that belongs to the Company, including all property in electronic form and all copies of Proprietary and Confidential Information.

8.3 Statutory Notification. 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, Participants have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Participants also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

- 8 -

8.4 Former Employer Information. Each Participant agrees that the Participant will not, during the Participant's employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that the Participant will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

8.5 Third Party Information. Each Participant recognizes that the Company may have received, and in the future may continue to receive, from third parties their confidential or proprietary information as they may so designate, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Each Participant agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Participant's work for the Company consistent with the Company's agreement with such third party.

8.6 Notification to New Employer. In the event that a Participant's employment with the Company ends, the Participant consents to notification by the Company to any subsequent employer of the Participant's rights and obligations under this Plan.

8.7 No Solicitation of Clients Using Proprietary and Confidential Information. Each Participant further agrees not to, directly or indirectly, during or after termination of employment, make known to any person, firm, or company any Proprietary and Confidential Information concerning any of the clients of the Company. In addition, each Participant shall not use any such Proprietary and Confidential Information to solicit, take away, or attempt to call on, solicit or take away any of the clients of the Company on whom the Participant called or whose accounts the Participant had serviced during employment with the Company, whether on the Participant's own behalf or for any other person, firm, or the Company.

8.8 No Solicitation of Employees. Each Participant understands and acknowledges that as an employee of the Company the Participant has certain fiduciary duties to the Company that would be violated by the solicitation and/or encouragement of the Company employees to leave the employ of the Company. Each Participant

therefore agrees that the Participant will not, during the Restricted Period, solicit any of the Company's employees for a competing business or otherwise induce or attempt to induce such employees to terminate employment with the Company, either directly or through any third parties. Each Participant agrees that any such solicitation during the Restricted Period would constitute unfair competition.

- 9 -

8.9 Non-Competition. Each Participant acknowledges that during the course of the Participant's employment with the Company and its Affiliates, Participant will become familiar with the Company's trade secrets and Proprietary and Confidential Information, that Participant will represent and embody the goodwill of the Company in Participant's dealings with others, and that Participant's services will be of special, unique, and extraordinary value to the Company, and, therefore, and as a further material inducement for the Company and its Affiliates to employ Participant and to cover Participant under this Plan, Participant agrees that during the Restricted Period, Participant shall not, without the express written consent of the Board (which consent may be granted or withheld in the Board's sole and absolute discretion), directly or indirectly: (i) advise or participate in the formation or management of any Competing Business (defined below); (ii) render any services to a Competing Business (whether as a partner, member, principal, employee, consultant, volunteer, or otherwise); or (iii) own any portion of, or be associated in any way with, any Competing Business; *provided, however*, that nothing in this Section 8.9 shall preclude Participant from investing Participant's personal assets in the securities of any Competing Business if such securities are traded on a national stock exchange or in the over-the-counter market and if such investment does not result in Participant beneficially owning, at any time, more than two percent (2%) of such Competing Business. The term "Competing 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 liquefied natural gas facilities inside or outside of the United States; or (iii) the financing of liquefied natural gas facilities inside or outside of the United States.

8.10 Remedies. Each Participant acknowledges and agrees that the Company's remedy at law for a breach or a threatened breach of the provisions herein would be inadequate, and in recognition of this fact, in the event of a breach or threatened breach by the Participant of any of the provisions of this Plan, it is agreed that the Company will be entitled to 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 posting bond or other security. Each Participant acknowledges that the granting of a temporary injunction, a temporary restraining order or other permanent injunction merely prohibiting the Participant from engaging in any business activities would not be an adequate remedy upon breach or threatened breach of this Plan, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the Participant from engaging in any activities prohibited by this Plan. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder now or hereinafter existing at law or in equity or by statute or otherwise. In addition, in the event of any breach or suspected breach of the provisions of this ARTICLE VIII or of any protective covenants or similar provisions in any other agreement with the Company or any Affiliate (including, but not limited to, any protective covenants set forth in any grant agreement or other award agreement), the Company shall have the right to terminate immediately any payments or benefits that may otherwise be due the Participant pursuant to this Plan.

ARTICLE IX DURATION, AMENDMENT AND TERMINATION

9.1 Duration. The Plan shall continue in full force and effect until terminated pursuant to Section 9.2 below; *provided, however*, that all Participants who previously become entitled to any payments hereunder shall continue to receive such payments notwithstanding the termination of the Plan.

- 10 -

9.2 Amendment or Termination. The Board may amend or terminate this Plan for any reason prior to a Change in Control. In the event of a Change in Control, this Plan may not be amended or terminated during the Protection Period unless (i) required by law, (ii) the amendment increases the benefits payable to Eligible Employees or otherwise improves their rights under the Plan, or (iii) the amendment or termination is otherwise consented to in writing by the affected Eligible Employees.

9.3 Procedure for Extension, Amendment or Termination. Any amendment or termination of this Plan by the Board in accordance with the foregoing shall be made by action of the Board in accordance with the Company's charter and by-laws and applicable law.

ARTICLE X MISCELLANEOUS

10.1 Offset. To the extent permitted under Section 409A of the Code, a Participant's Severance Pay or other benefits under this Plan shall be reduced by any amount that the Participant owes to the Employer or a Related Entity on the Participant's Date of Termination.

10.2 Employment Status. This Plan does not constitute a contract of employment or impose on the Participant or the Employer any obligation for the Participant to remain an employee or change the status of the Participant's employment or the policies of the Employer regarding termination of employment.

10.3 Named Fiduciary; Administration.

(a) Plan Administration. The Company is the named fiduciary of the Plan, and shall administer the Plan, acting through its Compensation Committee, who shall be the Plan Administrator. The Plan Administrator shall have full and complete discretionary authority to administer, construe, and interpret the Plan, to decide all questions of eligibility, to determine the amount, manner and time of payment, and to make all other determinations deemed necessary or advisable for the Plan, which determinations (to the extent made in good faith) shall be final and conclusive on all persons claiming payments or benefits hereunder. The Plan Administrator shall review and determine all claims for benefits under this Plan.

(b) Indemnification. The Company shall indemnify and hold harmless any designee in the performance of his or her duties under the Plan against any and all expenses and liabilities arising out of his or her administrative functions or fiduciary responsibilities under the Plan, including any expenses and liabilities that are caused by or result from an act or omission constituting the negligence of such member in the performance of such functions or responsibilities, but excluding expenses and liabilities that are caused by or result from such member's own gross negligence or willful misconduct. Expenses against which any designee shall be indemnified shall include, without limitation, the amounts of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof.

10.4 Claim Procedure. In the event that the Plan is subject to ERISA, all claims and inquiries concerning benefits under the Plan shall be processed in a manner compliant with Section 502(a) of ERISA.

- 11 -

10.5 Unfunded Plan Status. All payments pursuant to the Plan shall be made from the general funds of the Company (or if so provided by the Company, the relevant Employer) and no special or separate fund shall be established or other segregation of assets made to assure payment. No Participant or other person shall have under any circumstances any interest in any particular property or assets of the Company or any Affiliate as a result of participating in the Plan. Notwithstanding the foregoing, the Company or any Employer may (but shall not be obligated to) create one or more grantor trusts, the assets of which are subject to the claims of the Company's or the Employer's creditors, to assist in accumulating funds to pay obligations under the Plan.

10.6 Section 409A.

(a) General. The payments and benefits provided hereunder are intended to be exempt from or compliant with the requirements of Section 409A of the Code. Notwithstanding any provision of this Plan to the contrary, in the event that the Company reasonably determines that any payments or benefits hereunder are not either exempt from or compliant with the requirements of Section 409A of the Code, the Company shall have the right to adopt such amendments to this Plan or adopt such other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that are necessary or appropriate (i) to preserve the intended tax treatment of the payments and benefits provided hereunder, to preserve the economic benefits with respect to such payments and benefits, and/or (ii) to exempt such payments and benefits from Section 409A of the Code or to comply with the requirements of Section 409A of the Code and thereby avoid the application of penalty taxes thereunder; *provided, however*, that this Section 10.6 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions or to indemnify any Participant for any failure to do so.

(b) Exceptions to Apply. The Company shall apply the exceptions provided in Treasury Regulation Section 1.409A-1(b)(4), Treasury Regulation Section 1.409A-1(b)(9) and all other applicable exceptions or provisions of Code Section 409A to the payments and benefits provided under this Plan so that, to the maximum extent possible, (i) such payments and benefits are not deemed to be "nonqualified deferred compensation" subject to Code Section 409A, and (ii) such payments and benefits are not subject to the payment delay required by Section 10.6(c) below. All payments and benefits provided under this Plan shall be deemed to be separate payments (and any payments made in installments shall be deemed a series of separate payments) for purposes of Code Section 409A.

(c) Specified Employees. Notwithstanding anything to the contrary in this Plan, no compensation or benefits that are "nonqualified deferred compensation" subject to Code Section 409A shall be paid to a Participant during the 6-month period following his or her Date of Termination to the extent that the Company determines that the Participant is a "specified employee" as of the Date of Termination and that paying such amounts at the time or times indicated in this Plan would be a prohibited distribution under Code Section 409A(a)(2)(B)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such 6-month period (or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such additional taxes, including as a result of the Participant's death), the Company shall pay to the Participant a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Participant during such 6-month period.

- 12 -

(d) Taxable Reimbursements. To the extent that any payments or reimbursements provided to the Participant are deemed to constitute "nonqualified deferred compensation" subject to Code Section 409A, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any payments or expense reimbursements that constitute compensation in one year shall not affect the amount of payments or expense reimbursements constituting compensation that are eligible for payment or reimbursement in any subsequent year, and the Participant's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

10.7 Validity and Severability. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.8 Governing Law. The validity, interpretation, construction and performance of the Plan shall in all respects be governed by the laws of Texas, without reference to principles of conflict of law, except to the extent pre-empted by Federal law.

10.9 Venue. Any controversy or claim under the Plan that has not been resolved after exhaustion of the claims procedure set forth in Section 10.4 shall be brought in a court located in Houston, Harris County, Texas.

10.10 Notices. All notices and all other communications which are required to be given under this Plan must be in writing and shall be deemed to have been duly given when (i) personally delivered, (ii) mailed by United States registered or certified mail postage prepaid, (iii) sent via a nationally recognized overnight courier service, (iv) sent via facsimile to the recipient, or (v) sent via e-mail to the recipient, in each case (A) if to the Company or to the Plan Administrator, to Tellurian Inc., 1201 Louisiana Street, Suite 3100, Houston, TX 77002, Attn: Daniel Belhumeur, EVP and General Counsel and Margie Harris, EVP, Chief Human Resources Officer (or to the Company's then-current headquarters if different than above), or to the EVP and General Counsel's and Chief Human Resources Officer's then-current e-mail or facsimile, and (B) if to a Participant, to the most recent contact information on file with the Employer.

10.11 Payment Obligation May be Satisfied by Employer. Tax Withholding. The Company may satisfy any payment obligation under this Plan by having the Employer make the payment due hereunder. All payments made to Participants in accordance with the provisions of this Plan shall be subject to applicable withholding of local, state, Federal and foreign taxes, as determined in the sole discretion of the Company or the Employer making such payment.

- 13 -

Appendix A
Severance Benefits for Termination Outside of Protection Period

- (a) A cash severance payment equal to 100% of the Participant's Base Salary, to be paid ratably on the Company's regularly scheduled payroll dates over the twelve (12)-month period measured from the Date of Termination (subject to the payment timing rules in Section 4.3);
- (b) Any earned but unpaid short-term incentive under the Tellurian Inc. Incentive Compensation Plan for any performance period completed as of the date of the Qualifying Termination, with payment to occur no later than sixty (60) days after the Date of Termination;
- (c) An additional amount equal to 100% of the Participant's Target STI Amount for the fiscal year in which the Date of Termination occurs, to be paid in a single lump sum no later than sixty (60) days after the Date of Termination;

- (d) Subject to the Participant's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall subsidize and cover the full cost of COBRA coverage for the Participant and the Participant's eligible dependents for the lesser of (A) twelve (12) months, or (B) the duration of such COBRA coverage; *provided, however*, that the foregoing subsidy shall immediately cease on the date on which the Participant obtains other employment that offers group health benefits, irrespective of whether the Participant elects to be covered under such other group health benefits. Notwithstanding the foregoing, in the event that the Company determines in its sole discretion that the provision of the COBRA subsidy provided under this paragraph cannot be provided without potentially violating applicable law, or the provision of the subsidy under this paragraph would subject the Company or any of its Affiliates or the Participant to a material tax or penalty, the Participant shall be provided, in lieu of the COBRA subsidy, with a taxable monthly payment in an amount equal to the monthly premium that the Participant would be required to pay to continue the Participant's and his or her covered dependents' group health benefit coverages under COBRA as then in effect (which amount shall be based on the premiums for the first month of COBRA coverage) for the remainder of the Benefits Continuation Period (the benefits described in this paragraph being the "H&W Benefits"); and
- (e) Outplacement services with a provider of the Company's choice at a level commensurate with the Participant's position for the period of twelve (12) months following the Date of Termination.

- 14 -

Appendix B
Severance Benefits for Termination Within Protection Period

- (a) A cash severance payment equal to 200% of the Participant's Base Salary, payable in a single lump sum no later than the sixtieth (60th) day following the date of the Date of Termination;
- (b) Any earned but unpaid short-term incentive under the Tellurian Inc. Incentive Compensation Plan for any performance period completed as of the date of the Qualifying Termination, with payment to occur no later than sixty (60) days after the Date of Termination;
- (c) An additional amount equal to 200% of the Participant's Target STI Amount, payable in a single lump sum no later than sixty (60) days after the Date of Termination;
- (d) The H&W Benefits set forth in Section (c) of Appendix A, but substituting "eighteen (18) months" for "twelve (12) months" where it appears in such Section; and
- (e) Outplacement services with a provider of the Company's choice at a level commensurate with the Participant's position for the period of eighteen (18) months following the Date of Termination.

- 15 -