

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): May 12, 2022



**Tellurian Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation)

**001-5507**

(Commission File Number)

**06-0842255**

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

**1201 Louisiana Street, Suite 3100, Houston, TX**

(Address of principal executive offices)

**77002**

(Zip Code)

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
<b>Common stock, par value \$0.01 per share</b>	<b>TELL</b>	<b>NYSE American LLC</b>
<b>8.25% Senior Notes due 2028</b>	<b>TELZ</b>	<b>NYSE American LLC</b>

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.**

On May 12, 2022, R. Keith Teague, Chief Operating Officer of Tellurian Inc., a Delaware corporation (the “**Company**”), notified the Company that he intends to retire from his position as Chief Operating Officer effective July 15, 2022. Octávio M.C. Simões, President and Chief Executive Officer of the Company, will assume Mr. Teague’s corporate responsibilities for the Company and its subsidiaries. Biographical and related information regarding Mr. Simões is set forth in the Company’s proxy statement for its 2022 annual meeting of stockholders, filed with the Securities and Exchange Commission on April 28, 2022, under the headings “Proposal 1—Election of Directors to the Company’s Board—Executive Officers” and “Certain Relationships and Related Party Transactions—Sponsorship Agreements with Energy Dialogues LLC” and such information is incorporated by reference herein.

In connection with Mr. Teague’s retirement, he entered into a Retirement Agreement and General Release (the “**Retirement Agreement**”) and a Consulting Agreement (the “**Consulting Agreement**”) with the Company.

Pursuant to the Retirement Agreement, Mr. Teague forfeited certain equity, equity-linked and cash-based awards, including 3,750,000 shares of restricted stock under the Company’s equity incentive plans, a grant allocation of \$8,000,000 under a construction incentive award with respect to the construction of Phases 3 and 4 of the Company’s Driftwood Project and a stock option grant in respect of 90,000 shares (unless exercised within a 90-day post-separation exercise period). Mr. Teague’s construction incentive award related to the construction of Phases 1 and 2 of the Driftwood Project, with a grant allocation of \$12,000,000, and any outstanding long-term incentive awards under the Company’s Incentive Compensation Program (the “**ICP**”), will remain outstanding and will vest on terms, and subject to certain conditions, set forth in the Retirement Agreement. Mr. Teague will not receive any short-term or long-term ICP awards in respect of 2022. Mr. Teague has agreed not to engage in certain business activities competitive with the Company for a period of two years.

Pursuant to the Consulting Agreement, Mr. Teague will provide consulting services to the Company for a period of two years commencing on July 16, 2022 and will be entitled to annual cash compensation of \$250,000.

The foregoing description of the Retirement and Consulting Agreements is not complete and is qualified in its entirety by reference to the full text of the agreements, copies of which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 7.01      Regulation FD Disclosure.**

On May 16, 2022, the Company issued a press release regarding the retirement of Mr. Teague from his position as Chief Operating Officer of the Company. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information set forth in this Item 7.01, including the information set forth in Exhibit 99.1, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1‡</u></a>	<a href="#"><u>Retirement Agreement and General Release, dated as of May 13, 2022, by and between Tellurian Inc. and R. Keith Teague.</u></a>
<a href="#"><u>10.2‡</u></a>	<a href="#"><u>Consulting Agreement, dated as of May 13, 2022, by and between Tellurian Inc. and R. Keith Teague.</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release, dated as of May 16, 2022</u></a>
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document (included as Exhibit 101)

‡ 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: May 16, 2022

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RETIREMENT AGREEMENT AND GENERAL RELEASE

This Retirement Agreement and General Release ("Agreement and Release") is made and entered into by and between R. Keith Teague ("Employee") and Tellurian Inc. (the "Company," and, together with Employee, the "Parties").

Employee and the Company have mutually agreed that Employee will retire from his employment with the Company as of the "Separation Date" (as defined below), and in connection with Employee's retirement, in consideration of the mutual promises set forth in this Agreement and Release, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the Company agree as follows:

1. Separation Date; Consulting Agreement. Employee's employment with the Company and its affiliates (collectively, the "Company Group") and service as an officer of the Company shall terminate effective July 15, 2022 (the "Separation Date"). Employee acknowledges and agrees that, as of the Separation Date, Employee shall have resigned from any and all offices Employee may have with the Company Group, and Employee shall execute such resignation letters as any member of the Company Group may request. The Parties have separately entered into that certain Consulting Agreement, attached as Annex A hereto (as amended or supplemented from time to time, the "Consulting Agreement").

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

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

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4. Consideration by the Company.

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

(i) solely for purposes of the Phase 1 (\$8,000,000 allocation) and Phase 2 (\$4,000,000 allocation) portions of Employee's Construction Incentive Award Agreement with Tellurian Services LLC, dated as of April 17, 2018 (as amended or supplemented from time to time, the "CIP Award"), Employee's termination of employment with the Company Group on the Separation Date shall be treated as a "Termination Without Cause" (as defined in the CIP Award), such that the Phase 1 and Phase 2 portions of the CIP Award shall remain outstanding and eligible to vest in accordance with the "Vesting Schedule" set forth in the CIP Award (without regard to the continued service condition therein) and the other terms and conditions of the CIP Award, which include (x) the occurrence of the applicable "NTP Date" (as defined in the CIP Award) on or before April 17, 2028, (y) Employee's continued compliance with the "Restrictive Covenants" (as defined in the CIP Award), and (z) Employee's timely execution and delivery (without revocation) of the "Release" (as defined in the CIP Award); provided, that, in accordance with the CIP Award, if a "Change of Control" (as defined in the CIP Award) occurs within six (6) months following the Separation Date, any then-unvested portion of the Phase 1 and Phase 2 portions of the CIP Award shall immediately vest and become payable in full in accordance with the terms and conditions of the CIP Award (including clauses (y) and (z) above); and

(ii) for purposes of Employee's Long Term Incentive Award Agreement with the Company, effective as of January 13, 2022 (the "Outstanding ICP LTI Award"), with respect to the 985,436 "Tracking Units" described therein, all unvested Tracking Units shall remain eligible to vest and be settled following the Separation Date in accordance with the Outstanding ICP LTI Award without regard to the continuous service requirement, which shall be paid in accordance with the Outstanding ICP LTI Award on the same schedule that payments in respect of such vested Tracking Units would be made pursuant to the Outstanding ICP LTI Award without regard to the occurrence of the Separation Date, and otherwise subject to the terms and conditions of the Outstanding ICP LTI Award.

Any amounts paid pursuant to the CIP Award or the Outstanding ICP LTI Award will be subject to withholding and deductions for applicable taxes.

(b) For the avoidance of doubt, except as expressly set forth in this Section 4 with respect to the Phase 1 and Phase 2 portions of the CIP Award and the Outstanding ICP LTI Award, all of Employee's outstanding equity, equity-linked, and or long-term cash-based awards, whether granted under the Tellurian Inc. Amended and Restated 2016 Omnibus Incentive Compensation Plan, the Tellurian Inc. Incentive Compensation Program, the Amended and Restated Tellurian Investments Inc. 2016 Omnibus Incentive Plan, or otherwise, constitute Forfeited Awards. In addition, if the Conditions are not satisfied, (x) the Phase 1 and Phase 2 portions of the CIP Award and the Outstanding ICP LTI Award shall additionally constitute Forfeited Awards, and (y) the Consulting Agreement shall automatically terminate and become null and void *ab initio*, and neither Party shall have any further obligation or liability thereunder.

(c) Employee acknowledges and agrees that the payments and benefits described in Sections 2 and 4 are the sole payments and benefits which Employee is eligible to receive in connection with the termination of Employee's employment with the Company Group, and, other than any continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (at Employee's sole cost and expense and in accordance with the applicable Company Group health and welfare benefit plans), Employee is not entitled to any other severance or separation pay or benefits of any kind, whether under the Tellurian Inc. Executive Severance Plan, Tellurian Inc. Employee Severance Plan, or any other plan, policy, program, agreement, or arrangement of the Company Group. In addition, Employee acknowledges and agrees that Employee is not entitled to any award or payment under the Tellurian Inc. Incentive Compensation Program in respect of any services provided during calendar year 2022 or thereafter, whether as an employee or in any other capacity (including pursuant to the Consulting Agreement).

5. Release by Employee. In consideration of the payments and benefits under Section 4 of this Agreement and Release, the Company's entry into the Consulting Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as a full and final settlement, Employee, for and on behalf of Employee and Employee's spouse, heirs, administrators, children, representatives, executors, successors, assigns, and any other individual or entity claiming through Employee (collectively, the "Releasors"), releases and discharges the Company and each member of the Company Group, and each of their past, present, and future officers, directors, principals, agents, employees, parents, shareholders, partners, subsidiaries, holding companies, affiliates, predecessors, successors, assigns, insurers, compensation and benefit plans and administrators, trustees, fiduciaries, and insurers of such compensation and benefit plans, from any and all claims and causes of action (except for claims arising specifically from a breach of this Agreement and Release or the Consulting Agreement in accordance with their terms), whether known or unknown, arising out of or related to Employee's employment and any other events or transactions that precede the date of execution of this Agreement and Release. The entities released in the foregoing sentence shall be referred to collectively as the "Company Released Parties." The claims and causes of action released by Employee include, but are not limited to, the following: contract claims; claims for salary, benefits, bonuses, severance pay, workers' compensation claims, to the extent permitted by applicable law, commissions, or vacation pay; claims sounding in negligence or tort; fraud claims; claims for medical bills; all matters in law, in equity, or pursuant to statute, including damages, attorneys' fees, costs, and expenses; and, without limiting the generality of the foregoing, to all claims, including, but not limited to, those arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers' Benefit Protection Act, the Equal Pay Act, the Consolidated Omnibus Budget Reconciliation Act, the Employee Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, the Family and Medical Leave Act of 1993, and the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act, the Occupational Safety & Health Act, the Worker Adjustment and Retraining Notification Act of 1988, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the National Labor Relations Act, Section 1981 of the Civil Rights Act of 1866, the Sarbanes Oxley Act of 2002, the Texas Labor Code as amended (including the Texas Commission on Human Rights Act, Tex. Lab. Code § 21.001 et seq., the Texas Equal Work, Equal Pay Law, Tex. Gov't Code Ann. § 659.001, Texas Whistleblower Protection Law, Tex. Gov't Code Ann. § 554.002, Texas Worker's Compensation Retaliation Law, Tex. Lab. Code Ann. § 451.001, Texas Blacklisting Law, Tex. Lab. Code Ann. § 52.031, Texas Payment of Wages Law, Tex. Lab. Code Ann. § 61.011 et seq., Texas Minimum Wage Law, Tex. Lab. Code Ann. § 62.051 et seq., Texas AIDS Testing Law, Tex. Health & Safety Code Ann. § 81.101 et seq.), the Louisiana Revised Statutes as amended (including the Louisiana Employment Discrimination Law, La. R.S. §§ 23:301-23:369, Louisiana Worker's Compensation Act, La. R.S. §§ 23:1021-23:1415, Article 2315 of the Louisiana Civil Code), the Code of the District of Columbia as amended (including the District of Columbia Human Rights Act, D.C. Code Ann. §§ 1-2501-1-2557, District of Columbia Family and Medical Leave Act, District of Columbia Accrued Sick and Safe Leave Act, District of Columbia Safety and Health Act of 1988, District of Columbia Parental Leave Act, Protecting Pregnant Workers Fairness Act of 2014, the Fair Criminal Record Screening Act, the District of Columbia Equal Pay Law, the anti-retaliation provisions of the District of Columbia Workers' Compensation Law, the District of Columbia Whistleblower Reinforcement Act), and any other federal, state, or local law, statute, or ordinance affecting Employee's employment with any of the Company Released Parties.

This Agreement and Release does not apply to any claims or rights that may arise after the date Employee signs this Agreement and Release, to claims to payments and benefits under this Agreement and Release or the Consulting Agreement, or to claims that may not be released by agreement under applicable law. In addition, this Agreement and Release does not waive Employee's rights to coverage, or any rights as an insured, under any directors and officers liability insurance policy of the Company or its affiliates, which shall continue to cover the Employee in accordance with its terms, or any rights to indemnification (including advancement of expenses) that Employee has under applicable law or the organizational documents of the Company, including, without limitation, under Article VI ("Indemnification and Advancement of Expenses") of the Amended and Restated By-Laws of the Company or pursuant to the Indemnification Agreement by and between Employee and the Company, dated as of September 19, 2019.

6. Consideration Period and Effectiveness.

Employee acknowledges that this Agreement and Release is written in a manner understood by Employee and that Employee in fact understands the terms, conditions, and effect of this Agreement and Release. Employee acknowledges that Employee is being provided with a period of twenty-one (21) days to consider the terms of this Agreement and Release and that Employee may elect to waive that period and execute this Agreement and Release sooner.

Employee acknowledges that if Employee does not execute and return this Agreement and Release within twenty-one (21) days following receipt (or the Bring-Down Release no earlier than the Separation Date and no later than twenty-one (21) days after the Separation Date), this Agreement and Release shall be considered rejected by Employee and Employee shall not be entitled to any of the payments or benefits described in Section 4 of this Agreement and Release or to any payments or benefits under the Consulting Agreement. Employee further acknowledges that, in order to be eligible to receive any of the payments or benefits described in Section 4 or the Consulting Agreement, which Employee acknowledges is in addition to anything of value to which Employee is already entitled, Employee must properly complete, sign, and return the fully executed original of this Agreement and Release (including the Bring-Down Release) and comply with its terms. Employee understands and agrees that any changes to this Agreement and Release, whether material or immaterial, do not restart the running of the twenty-one (21) day period. Employee is hereby advised, and acknowledges being advised, to consult with an attorney prior to executing this Agreement and Release, and in executing and returning this Agreement and Release, Employee acknowledges that Employee has done so to the extent Employee so desired.



Employee may revoke Employee's execution of this Agreement and Release during the seven (7) calendar days following the date Employee signs it, and this release and waiver shall not become effective or enforceable until such revocation period has expired. Employee also understands and agrees that any attempt to revoke this Agreement and Release after this seven (7)-day revocation period has expired is, or will be, ineffective. Employee further understands and agrees that if Employee revokes this Agreement and Release (or the Bring-Down Release in accordance with its terms), Employee will not be entitled to any payments or benefits described in Section 4 of this Agreement and Release or to any payments or benefits under the Consulting Agreement; provided, that notwithstanding any such revocation, Employee's employment with the Company Group shall still end on the Separation Date, and Sections 2 and 3 of this Agreement and Release shall remain in full force and effect in accordance with their terms.

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

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

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

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

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

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

12. Non-Competition; Non-Solicitation.

(a) Through and including the Separation Date and at all times during the two (2)-year period thereafter (collectively, the “Restricted Period”), Employee agrees that, in addition to any post-termination restrictive covenants (including any post-termination confidentiality, non-competition, non-solicitation, or non-disparagement covenants) to which Employee is subject, Employee shall not without the prior written consent of the Company’s Chief Executive Officer in his sole discretion, directly or indirectly, alone or jointly with any person or entity, participate in, engage in, facilitate the participation or engagement in or otherwise be involved with, or be employed in, consult with, advise or otherwise provide services to any natural gas, liquefied natural gas (LNG), hydrogen, ammonia or alternative fuel-related business, other than Employee’s services to the Company Group under the Consulting Agreement.

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

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

13. Non-Disparagement.

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

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

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

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

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

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

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

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

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

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

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

22. Tax Matters. The Company may withhold from any and all amounts payable under this Agreement and Release or otherwise (including, without limitation, in respect of any payments under the Phase 1 and Phase 2 portions of the CIP Award and the Outstanding ICP LTI Award) such federal, state, local, or non-U.S. taxes or other applicable deductions as may be required to be withheld pursuant to any applicable law or regulation. The intent of the Parties is that payments and benefits under this Agreement and Release comply with, or be exempt from, Section 409A ("Code Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations and other interpretive guidance thereunder and, accordingly, to the maximum extent permitted, this Agreement and Release shall be interpreted to be in compliance therewith. In no event shall any member of the Company Group or any of their respective directors, managers, officers, members, employees, consultants or advisers be liable for any additional tax, interest, or penalty that may be imposed on Employee by Code Section 409A or any damages for failing to comply with Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement and Release providing for the payment of any amounts or benefits upon or following a termination of employment that are considered "nonqualified deferred compensation" under Code Section 409A unless such termination is also a "separation from service" within the meaning of Code Section 409A, to the extent necessary to comply with Code Section 409A. If Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then, with regard to any payment that is considered "nonqualified deferred compensation" under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Employee, and (ii) the date of Employee's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 22 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum and any remaining payments and benefits due under this Agreement and Release shall be paid or provided in accordance with the normal payment dates specified for them herein. With regard to any provision in this Agreement and Release that provides for reimbursement of expenses, (i) any taxable reimbursement of costs and expenses by the Company provided for under this Agreement shall be made in accordance with the Company's applicable policy and in no event later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred; (ii) the right to reimbursement is not subject to liquidation or exchange for another benefit; and (iii) the amount of expenses eligible for reimbursement during any taxable year shall not affect the expenses eligible for reimbursement in any other taxable year. For purposes of Code Section 409A, Employee's right to receive any installment payments pursuant to this Agreement and Release shall be treated as a right to receive a series of separate and distinct payments. In no event may Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement and Release that is considered nonqualified deferred compensation. Whenever a payment under this Agreement and Release specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

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

*(Remainder of page intentionally blank.)*

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

**EMPLOYEE**

By: /s/ R. Keith Teague

Name: R. Keith Teague

Dated: May 13, 2022

**TELLURIAN INC.**

By: /s/ Margie M. Harris

Name: Margie M. Harris

Title: EVP, Chief Human Resources Officer

*[Signature Page to Tellurian Retirement Agreement & General Release]*

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**CONSULTING AGREEMENT**

This CONSULTING AGREEMENT (this “Agreement”) is dated as of May 13, 2022 (the “Execution Date”) by and between Tellurian Inc., a corporation organized under the laws of the State of Delaware (the “Company”), and R. Keith Teague (“Consultant”). The Company and the Consultant are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties.”

**Recitals**

WHEREAS, Consultant served as the Executive Vice President and Chief Operating Officer of the Company, and, as of the Execution Date, has simultaneously entered into that certain Retirement Agreement and General Release with the Company (as amended or supplemented from time to time, the “Retirement Agreement”), pursuant to which, among other things, Consultant will voluntarily retire from employment with the Company and its affiliates (collectively, the “Company Group”) as of the Separation Date (as defined in the Retirement Agreement); and

WHEREAS, during the Advisory Period (as defined below), the Company desires to retain the Consultant as an advisor to provide certain services upon the terms and conditions set forth herein, and the Consultant is willing to perform such services.

**Agreement**

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

**ARTICLE I  
SERVICES, TERM, FEES AND EXPENSES****1.1 Services; Exclusivity.**

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

(b) During the Advisory Period, the Consultant shall provide services as a consultant to the Company, which shall include, but will not be limited to, making himself available to the Company’s Board of Directors (the “Board”), Executive Chairman, and Chief Executive Officer to provide advisory services to the Company Group regarding the “Driftwood” project or any other project, as may be reasonably requested from time to time by the Company (collectively, the “Services”).

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(c) The Company shall not control the manner or means by which the Consultant performs the Services, including, but not limited to, the time and place the Consultant performs the Services; provided, however, that, during the Advisory Period, the Consultant shall not, directly or indirectly, alone or jointly with any person or entity, participate in, engage in, facilitate the participation or engagement in, or otherwise be involved with, or be employed in, consult with, advise, or otherwise provide services to, any natural gas, liquefied natural gas (LNG), hydrogen, ammonia or alternative fuel-related business other than the Company Group. The Consultant shall devote the Consultant's business time and best efforts to providing the Services during the Advisory Period. Notwithstanding the foregoing, it shall not be a violation of this Section 1.1(c) for the Consultant to (i) manage the Consultant's personal investments and family affairs; (ii) participate or engage in businesses that are not natural gas, liquefied natural gas (LNG), hydrogen, ammonia or alternative fuel-related businesses; or (iii) perform and participate in civic, community, charitable, educational, religious, or other related activities, so long as such activities described in the foregoing clauses (i) through (iii) do not, individually or collectively, (x) materially interfere with the Consultant's duties and responsibilities to the Company Group, (y) create an actual or potential conflict of interest with, or result in an adverse effect or material injury to, the business interests or goodwill of the Company Group, or (z) violate the Consultant's obligations under this Agreement or the Retirement Agreement.

(d) Except as set forth in Section 1.3(b), the Consultant shall furnish, at Consultant's own expense, the equipment, supplies, and other materials used to perform the Services.

1.2 Advisory Period. The term of this Agreement (the "Advisory Period") shall commence on July 18, 2022 and shall automatically expire at the close of business on the second (2<sup>nd</sup>) anniversary thereof (such second (2<sup>nd</sup>) anniversary, the "Expiration Date"), unless earlier terminated in accordance with ARTICLE V; provided, that, notwithstanding anything to the contrary in this Agreement, if the Consultant fails to timely execute and deliver the Retirement Agreement (including Annex B attached thereto) in accordance with its terms, or if the Consultant timely revokes the Retirement Agreement (or Annex B attached thereto) in accordance with its terms, then this Agreement shall automatically terminate and become null and void *ab initio*, and neither Party shall have any further obligation or liability hereunder.

### 1.3 Fees and Expenses.

(a) As compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay the Consultant an annualized advisory fee of \$250,000 during the Advisory Period, paid in substantially equal monthly installments in arrears within thirty (30) days following the end of each calendar month during the Advisory Period (the "Advisory Fees"). The Consultant acknowledges that the Consultant will receive an IRS Form 1099-NEC (or equivalent successor form) from the Company with respect to the Advisory Fees, and that the Consultant shall be solely responsible for all federal, state, local, and non-U.S. taxes relating thereto, as set out in Section 2.1(b).

(b) During the Advisory Period, reasonable out-of-pocket business expenses incurred in connection with the Services by the Consultant that are approved by the Company shall be reimbursed to the Consultant, subject to and in accordance with the Company's applicable expense reimbursement policies as in effect from time to time (including, without limitation, any requirements regarding provision of documentation or receipts).

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

## **ARTICLE II INDEPENDENT CONTRACTOR RELATIONSHIP**

### **2.1 Relationship of the Parties.**

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

(b) Without limiting Section 2.1(a), the Consultant will not be eligible to participate in any group medical or life insurance, disability, profit sharing, or retirement benefits, or any other fringe benefits, benefit plans, or bonus or compensation programs offered by the Company to its employees (but, for the avoidance of doubt, the foregoing shall not be construed as limiting the Consultant's ability to elect continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, in connection with the Consultant's termination of employment with the Company Group as described in the Retirement Agreement, at the Consultant's sole cost and expense and in accordance with the applicable Company Group health and welfare benefit plans). Without limitation of the foregoing, in the event that the Consultant's relationship to the Company Group during the Advisory Period is reclassified as an employment relationship, the Consultant hereby expressly waives participation in any of the foregoing employee benefit, bonus, or compensation plans, programs, or arrangements. In addition, the Company Group will not be responsible for withholding or paying any federal, state, local, or non-U.S. income taxes, required withholdings, Social Security and other payroll taxes, or other required deductions under federal, state, local, or non-U.S. regulation, or making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on the Consultant's behalf. The Consultant shall be responsible for all such taxes, contributions, and amounts, and shall indemnify and hold the Company Group harmless against any liability arising from the failure to withhold or make payment of such amounts, including as may be claimed or assessed by any taxing authority and including any related fines, penalties, and reasonable attorneys' fees. Notwithstanding the foregoing, the Consultant acknowledges and agrees that the Company will report any payments under the Retirement Agreement (including, without limitation, any payments in respect of the CIP Award and the Outstanding ICP LTI Award, each as defined in the Retirement Agreement) on an IRS Form W-2 (or applicable successor form), and all such payments shall be subject to all applicable withholdings and other deductions as described in Section 22 of the Retirement Agreement.

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

## 2.2 Intellectual Property Rights.

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

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

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

(d) As between the Consultant and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to the Consultant by the Company (collectively, the “Company Materials”), including all Intellectual Property Rights therein. The Consultant has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Company Materials except solely during the Advisory Period to the extent necessary to perform the Consultant’s obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. The Consultant has no right or license to use the Company’s trademarks, service marks, trade names, logos, symbols, or brand names.

2.3 Restrictive Covenants. Sections 10, 11, 12, 13, 14, and 15 of the Retirement Agreement are incorporated by reference as though fully set forth herein.

**ARTICLE III  
REPRESENTATIONS, WARRANTIES, AND COVENANTS**

3.1 Representations and Warranties.

(a) By the Consultant's acceptance and execution of this Agreement and in performing the Services, the Consultant hereby represents and warrants to the Company that:

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

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

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

(iv) the Consultant shall perform the Services in compliance with all applicable federal, state, local, and non-U.S. laws and regulations;

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

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

3.2 The Company hereby represents and warrants to the Consultant that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

3.3 Covenants.

(a) Compliance with Sanctions Laws. The Consultant shall not, in connection with the Services provided pursuant to this Agreement, engage in any transaction with any person or entity that would constitute a violation of any Sanctions Laws, including any person or entity identified in the U.S. Department of the Treasury, Office of Foreign Assets Control's list of "Specially Designated Nationals and Blocked Persons" or list of "Foreign Sanctions Evaders," the U.S. Department of State's list of debarred parties and lists of persons and entities that have been designated pursuant to sanctions and/or non-proliferation statutes that it administers and related executive orders, or the European Union Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions." For purposes of this Section 3.3(a), "Sanctions Laws" means economic sanctions laws and trade restrictions pursuant to sanctions laws of the United States, including those administered by the Departments of Treasury and State, and equivalent measures of the United Kingdom, the European Union, the United Nations Security Council, and laws of any other relevant jurisdictions.

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

#### **ARTICLE IV INDEMNIFICATION**

4.1 Indemnification. THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY GROUP AND ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, ACTIONS, JUDGMENTS, INTEREST AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COSTS) ARISING FROM INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY, TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENT ACTS, OMISSIONS, OR THE WILLFUL MISCONDUCT OF THE CONSULTANT. WITHOUT LIMITATION ON THE COMPANY'S REMEDIES, THE COMPANY MAY SATISFY SUCH INDEMNITY (IN WHOLE OR IN PART) BY WAY OF DEDUCTION FROM ANY PAYMENT DUE TO THE CONSULTANT, TO THE EXTENT PERMITTED UNDER THE PROVISIONS OF CODE SECTION 409A (AS DEFINED BELOW).

**ARTICLE V**  
**TERMINATION; RELEASE REQUIREMENT**

5.1 Termination Generally. The Consultant or the Company may terminate this Agreement at any time and for any reason (or no reason) upon fifteen (15) calendar days' written notice to the other Party to this Agreement; provided, that the Company may terminate this Agreement with immediate effect for Cause (as defined below) (and this Agreement shall automatically and immediately terminate upon the Consultant's death). In the event of termination pursuant to this Section 5.1, the Company shall pay the Consultant any accrued but unpaid Advisory Fees through the date of such termination (the "Accrued Amounts"), and shall have no further payment obligations under this Agreement, except as expressly set forth in Section 5.2 below.

5.2 Termination without Cause. If, and only if, this Agreement are terminated by the Company without Cause, then, subject to and conditioned upon (i) continued compliance with the confidentiality obligations and restrictive covenants to which Employee is subject under Sections 2.2, 2.3, 3.1, and 3.3 of this Agreement, and (ii) the Consultant's timely execution, delivery, and non-revocation of the Release (as defined below), the Company shall continue to pay the Consultant the Advisory Fees through the Expiration Date, payable on the same schedule that such Advisory Fees would have been paid absent such termination; provided, that the first payment of such continued Advisory Fees will be made on the first regular Advisory Fee payment date that immediately follows the sixtieth (60<sup>th</sup>) day following the termination of the Advisory Period, and with such first payment to include any payments that would have been paid prior to such first payment date absent this proviso.

The Company shall have "Cause" to terminate this Agreement upon the Consultant's: (i) indictment for, conviction of, or pleading guilty or nolo contendere to, any felony or any crime involving fraud, dishonesty, or moral turpitude; (ii) gross negligence with regard to any member of the Company Group in respect of the Services; (iii) willful misconduct having or, which in the good faith discretion of the Board could have, an adverse impact on any member of the Company Group economically or reputation-wise; (iv) material breach of this Agreement, the Retirement Agreement, or any other written agreement with any member of the Company Group, or material breach of any code of conduct or ethics or any other policy of any member of the Company Group, which breach (if curable in the good faith discretion of the Board) has remained uncured for a period of ten (10) days following delivery of written notice to the Consultant specifying the manner in which the agreement or policy has been materially breached; or (v) continued or repeated failure to perform the Consultant's duties or responsibilities to the Company Group pursuant to this Agreement at a level and in a manner satisfactory to the Company in its sole discretion (including by reason of the Consultant's habitual unavailability to perform the Services or insubordination), which failure has not been cured to the satisfaction of the Company within ten (10) days following delivery of written notice to the Consultant of such failure. Any determination as to whether the Company has grounds to terminate this Agreement for Cause shall be made by the Board in its sole discretion.

5.3 Release Requirement. Upon termination of this Agreement for any reason, the Consultant agrees to execute and deliver to the Company the release of claims substantially in the form attached to this Agreement as Exhibit A (the “Release”), which Release shall become fully effective and irrevocable in accordance with its terms no later than the sixtieth (60<sup>th</sup>) day following the termination of this Agreement. If the Consultant fails to so timely execute and deliver such Release (or if the Consultant timely revokes the Release in accordance with its terms), then the Company’s obligations to make any payments pursuant to Section 5.2 of this Agreement shall immediately terminate, and, notwithstanding anything to the contrary in the Retirement Agreement, the Consultant shall immediately forfeit any then-unvested and unpaid amounts with respect to the Phase 1 and Phase 2 portions of the CIP Award and the Outstanding ICP LTI Award.

5.4 Return of Property. Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company’s written request, the Consultant shall within three (3) business days after such expiration, termination, or request:

- (a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for the Consultant’s use by the Company;
- (b) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information (as defined in the Retirement Agreement);
- (c) permanently erase all of the Confidential Information from the Consultant’s computer systems; and
- (d) certify in writing to the Company that the Consultant has complied with the requirements of this Section 5.4.

5.5 The terms and conditions of Section 5.4 and Section 2.1, Section 2.2, Section 2.3, Section 3.1, Section 3.3, ARTICLE IV, and ARTICLE VI shall survive the expiration or termination of this Agreement.

## **ARTICLE VI MISCELLANEOUS**

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

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



6.3 Section 409A. The intent of the Parties is that payments and benefits under this Agreement comply with, or are exempt from, Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder to the extent applicable (collectively “Code Section 409A”) and this Agreement shall be interpreted accordingly. In no event shall any member of the Company Group or any of their respective directors, managers, officers, members, employees, consultants, or advisers be liable for any additional tax, interest, or penalty that may be imposed on Consultant by Code Section 409A or any damages for failing to comply with Code Section 409A. With regard to any provision in this Agreement that provides for reimbursement of expenses, (i) any taxable reimbursement of costs and expenses by the Company provided for under this Agreement shall be made in accordance with the Company’s applicable policy and in no event later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred; (ii) the right to reimbursement is not subject to liquidation or exchange for another benefit; and (iii) the amount of expenses eligible for reimbursement during any taxable year shall not affect the expenses eligible for reimbursement in any other taxable year. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the sole discretion of the Company. In no event may the Consultant, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. With regard to any installment payments provided for under this Agreement, each installment thereof shall be deemed a separate payment for purposes of Code Section 409A.

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

6.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3<sup>rd</sup>) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section 6.5):

If to the Consultant:	At the last address reflected in the Company’s records
If to the Company:	Tellurian Inc. Attn: Legal Department 1201 Louisiana Street, Suite 3100 Houston, Texas 77002 Email: legal.notices@tellurianinc.com

6.6 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter (including, without limitation, any term sheet related hereto). For the avoidance of doubt, this Agreement does not supersede the Retirement Agreement, which shall continue in full force and effect in accordance with its terms.

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

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

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

6.10 Severability. If any term or provision of this Agreement, or the application thereof, is invalid, illegal, or unenforceable in any jurisdiction, (i) such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and (ii) to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent required for such term or provision to be enforceable.

6.11 Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts and by facsimile or in electronic signatures (including, without limitation, in portable document format (.pdf)), each of which shall be deemed an original and all of which together shall constitute one instrument.

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

*[Signature page follows]*

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

TELLURIAN INC.

By: /s/ Margie M. Harris

Name: Margie M. Harris

Title: EVP, Chief Human Resources Officer

CONSULTANT

By: /s/ R. Keith Teague

Name: R. Keith Teague

*[Signature Page to Consulting Agreement]*

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### **Tellurian COO Keith Teague retires and Samik Mukherjee joins as Driftwood Assets President**

HOUSTON, Texas – (BUSINESS WIRE) May 16, 2022 -- Tellurian Inc. (Tellurian) (NYSE American: TELL) announced today that Chief Operating Officer (COO) Keith Teague is retiring from full time employment and will continue with Tellurian in an advisory role. Tellurian has hired former McDermott International, Ltd Executive Vice President and COO Samik Mukherjee who will serve in the role of Executive Vice President and President, Driftwood Assets.

Executive Chairman Charif Souki said, “Keith has been an integral part of my team for many years, having been responsible for the development, construction and operation of our liquefied natural gas (LNG) projects at Cheniere, and now he has led Tellurian to the construction phase of Driftwood LNG. We have had a lot of success and fun working together on these projects and have built memories that will last a lifetime. All of us at Tellurian appreciate his dedication to our continued success and look forward to his further contributions as he transitions into retirement.”

Mr. Mukherjee will be responsible for all Tellurian’s asset projects including the construction and operations of Driftwood LNG. Mr. Mukherjee has over thirty years of experience in the energy industry, having recently served as Executive Vice President and Chief Operating Officer of McDermott, a global construction and engineering provider, where he was responsible for global operations, project execution, asset management and advancing company strategy.

Tellurian President and CEO Octávio Simões said, “Samik has proven results in developing and delivering over 60 million tonnes per annum (mtpa) of LNG capacity over five projects and five countries. He brings strong business acumen as well as engineering experience, industry and organizational leadership and a proficiency in energy transition, and we welcome him to the Tellurian family.”

#### ***About Tellurian Inc.***

Tellurian intends to create value for shareholders by building a low-cost, global natural gas business, profitably delivering natural gas to customers worldwide. Tellurian is developing a portfolio of natural gas production, LNG marketing and trading, and infrastructure that includes an ~ 27.6 mtpa LNG export facility and an associated pipeline. Tellurian is based in Houston, Texas, and its common stock is listed on the NYSE American under the symbol “TELL”.

For more information, please visit [www.tellurianinc.com](http://www.tellurianinc.com). Follow us on Twitter at [twitter.com/TellurianLNG](https://twitter.com/TellurianLNG)

#### ***CAUTIONARY INFORMATION ABOUT FORWARD-LOOKING STATEMENTS***

This press release contains forward-looking statements within the meaning of U.S. federal securities laws. The words “anticipate,” “assume,” “believe,” “budget,” “estimate,” “expect,” “forecast,” “initial,” “intend,” “may,” “plan,” “potential,” “project,” “proposed,” “should,” “will,” “would,” and similar expressions are intended to identify forward-looking statements. Forward-looking statements herein relate to, among other things, the capacity, timing, and other aspects of the Driftwood LNG project. These statements involve a number of known and unknown risks, which may cause actual results to differ materially from expectations expressed or implied in the forward-looking statements. These risks include the matters discussed in Item 1A of Part I of the Annual Report on Form 10-K of Tellurian for the fiscal year ended December 31, 2021 filed by Tellurian with the Securities and Exchange Commission (the SEC) on February 23, 2022 (the “Annual Report”), and other Tellurian filings with the SEC, all of which are incorporated by reference herein. The forward-looking statements in this press release speak as of the date of this release. Although Tellurian may from time to time voluntarily update its prior forward-looking statements, it disclaims any commitment to do so except as required by securities laws.



**Contact**

**Media:**

Joi Lecznar  
EVP Public and Government Affairs  
Phone +1.832.962.4044  
[joi.lecznar@tellurianinc.com](mailto:joi.lecznar@tellurianinc.com)

**Investors:**

Matt Phillips  
Vice President, Investor Relations  
Phone +1.832.320.9331  
[matthew.phillips@tellurianinc.com](mailto:matthew.phillips@tellurianinc.com)

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1201 Louisiana Street Suite 3100 | Houston, TX 77002 | TEL + 1 832 962 4000 | [www.tellurianinc.com](http://www.tellurianinc.com)

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