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): **October 8, 2024**

Tellurian Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-5507**	**06-0842255**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1201 Louisiana Street, Suite 3100, Houston, TX	**77002**
(Address of principal executive offices)	(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	Name of each exchange on which registered
Common stock, par value $0.01 per share	**TELL**	**NYSE American LLC**
8.25% Senior Notes due 2028	**TELZ**	**NYSE American LLC**

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. ¨

Introductory Note

On October 8, 2024 (the "**Closing Date**"), Tellurian Inc., a Delaware corporation ("**Tellurian**" or the "**Company**"), completed its previously announced merger pursuant to the Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of July 21, 2024, by and among the Company, Woodside Energy Holdings (NA) LLC, a Delaware limited liability company ("**Parent**"), and Woodside Energy (Transitory) Inc., a Delaware corporation and wholly owned subsidiary of Parent ("**Merger Sub**"). Pursuant to the Merger Agreement, Merger Sub merged with and into Tellurian (the "**Merger**"), with Tellurian continuing as the surviving corporation and a wholly owned subsidiary of Parent.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On the Closing Date, the Merger was consummated. Pursuant to the Merger Agreement, at the effective time of the Merger (the "**Effective Time**"), each share of Tellurian's common stock (the "**Common Stock**") outstanding immediately prior to the Effective Time (subject to certain customary exceptions specified in the Merger Agreement) was cancelled and converted automatically into the right to receive $1.00 in cash, without interest (the "**Merger Consideration**"), and subject to applicable taxes. Pursuant to the Merger Agreement, at the Effective Time, each share of Tellurian's Series C Convertible Preferred Stock (the "**Preferred Stock**") outstanding immediately prior to the Effective Time (subject to certain customary exceptions specified in the Merger Agreement) was cancelled and converted automatically into the right to receive $8.16489 per share in cash, without interest, and subject to applicable taxes, in accordance with the terms of the certificate of designations of the Preferred Stock.

Pursuant to the Merger Agreement, at the Effective Time, each outstanding Tellurian option to purchase Common Stock (the "**Options**") was canceled and converted into the right to receive an amount in cash, without interest and subject to applicable taxes, equal to the product of (i) the amount by which the Merger Consideration exceeds the exercise price of such Option and (ii) the aggregate number of shares issuable upon the exercise of such Option. Any Option with an exercise price that is equal to or greater than the Merger Consideration was cancelled without the payment of consideration.

At the Effective Time, shares of Tellurian restricted stock, restricted stock units and tracking units were converted into the right to receive the Merger Consideration, subject in some cases to continuing vesting requirements, as set forth in the Merger Agreement.

At the Effective Time, each outstanding warrant to purchase Common Stock (a "**Company Warrant**") issued under that certain Warrant to Purchase Common Stock, dated April 29, 2020, by and between the Company and an institutional investor, automatically and without any required action on the part of the holder thereof, ceased to represent a warrant exercisable for Common Stock and became a warrant exercisable solely for the Merger Consideration; provided, that if the warrant holder properly requests in accordance with the terms of the Company Warrant before the 30th day after the date of this Form 8-K, then the Company will purchase the Company Warrant from the holder of the Company Warrant by paying, in cash, to the holder of the Company Warrant, within ten (10) business days after such request, an amount equal to the Black Scholes Value (as defined in the Company Warrant) of the remaining unexercised portion of the Company Warrant as of the Effective Time.

The foregoing descriptions of the Merger Agreement are qualified in their entirety by reference to the full text of the Merger Agreement, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

Common Stock

On the Closing Date, in connection with the consummation of the Merger, Tellurian notified NYSE American LLC (the "**NYSE**") that the Merger had been consummated and requested that the trading of its Common Stock on the NYSE be suspended and that the listing of its Common Stock on the NYSE be withdrawn. In addition, Tellurian requested that NYSE file with the Securities and Exchange Commission (the "**SEC**") a notification on Form 25 to report the delisting of its Common Stock from the NYSE and to deregister its Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

The Company intends to file with the SEC a Form 15 to suspend the Company's reporting obligations under Section 13 and Section 15(d) of the Exchange Act.

8.25% Senior Notes due 2028

In connection with the consummation of the Merger, the Company notified the NYSE on October 9, 2024 of its intention to voluntarily delist from the NYSE and deregister its 8.25% Senior Notes due 2028 (CUSIP Number 87968A203) (the "**Senior Notes**") by filing with the SEC a notification on Form 25 regarding the delisting of its Senior Notes from the NYSE and to deregister its Senior Notes under Section 12(b) of the Exchange Act on or about October 21, 2024. The Company expects the delisting of the Senior Notes to become effective on or about October 31, 2024. After the delisting of the Senior Notes, the Company intends to file with the SEC a Form 15 to suspend the Company's reporting obligations under Section 13 and Section 15(d) of the Exchange Act.

The Company has instructed the trustee for the Senior Notes, The Bank of New York Mellon Trust Company, N.A. (the "**Trustee**"), to disseminate a Notice of Redemption (the "**Redemption Notice**") to all registered holders of the Senior Notes. The Company will redeem all of the outstanding Senior Notes on November 8, 2024 (the "**Redemption Date**"). The redemption price for the Senior Notes is $25.75 per note, plus accrued and unpaid interest to, but excluding, the Redemption Date. Book-entry interests in the Senior Notes represented by global notes will be redeemed in accordance with the standard procedures of The Depository Trust Company.

This Current Report on Form 8-K does not constitute a notice of redemption with respect to the Senior Notes. The Company called the Senior Notes for redemption only by, and pursuant to the terms of, the Redemption Notice.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note and Items 2.01, 3.01, 5.01, and 5.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.01 Changes in Control of Registrant.

The information set forth in the Introductory Note and Items 2.01, 5.02, and 5.03 of this Current Report on Form 8-K is incorporated herein by reference.

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

Executive Separation Agreements

On the Closing Date, the Company and the Company's subsidiary, Tellurian Services LLC ("**Employer**"), entered into a separation agreement and general release with each of Daniel A. Belhumeur, President, Tellurian Inc., Samik Mukherjee, President, Tellurian Investments, and Simon G. Oxley, Executive Vice President and Chief Financial Officer (collectively, the "**Executive Separation Agreements**" and, each an "**Executive Separation Agreement**"). Pursuant to the Executive Separation Agreements, Messrs. Belhumeur, Mukherjee and Oxley (each, an "**Executive**") are entitled to the compensation and benefits provided in accordance with the amended and restated Tellurian Inc. Executive Severance Plan (as amended, the "**A&R Executive Severance Plan**") in exchange for a release of claims against the Company, Employer, Parent and related parties, including, the following: (i) cash severance in an aggregate amount equal 100% of the Executive's current annual base salary, payable in a single lump sum; (ii) an additional cash amount equal to 100% of the Executive's target short-term incentive under the Tellurian Inc. Incentive Compensation Program for 2024, payable in a single lump sum; (iii) subject to the Executive's timely election of continuation coverage under COBRA, subsidized COBRA continuation coverage for the Executive and the Executive's eligible dependents for up to 18 months; and (iv) outplacement services at a level commensurate with the Executive's position for a period of 18 months following the separation date.

In addition, subject to the Executive's release of claims against the Company, Employer, Parent and related parties, the Executive Separation Agreements with Messrs. Mukherjee and Oxley provide for the payment of an amount equal to $3,600,000 to each of Messrs. Mukherjee and Oxley in accordance with those previously disclosed amendments to the Executives' cash incentive awards, payable in a single lump sum. The Executive Separation Agreement with Mr. Belhumeur provides for the payment of an amount equal to $4,500,000 to Mr. Belhumeur in accordance with the previously disclosed amendment to Mr. Belhumeur's cash incentive award, payable in a single lump sum on the day following the Closing Date (together with the amendments to Messrs. Mukherjee's and Oxley's cash incentive awards, the "**CIP Award Amendments**").

The foregoing descriptions of the Executive Separation Agreements, the A&R Executive Severance Plan and the CIP Award Amendments do not purport to be complete and are subject to, and qualified in their entirety, by the full text of the forms of CIP Award Amendments and the A&R Executive Severance Plan, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated into this Item 5.02 of this Current Report on Form 8-K by reference, and the full text of the form of Executive Separation Agreement, which is attached as Exhibit 10.3 hereto, and is incorporated into this Item 5.02 of this Current Report on Form 8-K by reference.

Directors and Officers

In connection with the consummation of the Merger, all of the directors and officers of the Company ceased to be directors or officers of the Company at the Effective Time, and, at the Effective Time, Daniel Hamilton, Daniel Kalms and Vanessa Martin became the directors of the Company (as the surviving corporation), and Daniel Kalms became the President of the Company (as the surviving corporation). The departures of the former directors were in connection with the Merger and not due to any disagreement with the Company on any matter.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the completion of the Merger and pursuant to the Merger Agreement, at the Effective Time, the certificate of incorporation of the Company was amended and restated in its entirety, and such amended and restated certificate of incorporation became the certificate of incorporation of the Company (as the surviving corporation). Immediately after the Effective Time, the Company's bylaws were amended and restated in their entirety by action of the Company's board of directors. Copies of the Company's amended and restated certificate of incorporation and bylaws are filed as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

On October 8, 2024, Woodside Energy Group Ltd, the indirect parent of Parent, issued a press release announcing the completion of the Merger.

On October 9, 2024, the Company announced its intention to voluntarily delist and deregister its Senior Notes from the NYSE and to instruct the Trustee to disseminate the Redemption Notice to all registered holders of the Senior Notes, which press release is furnished as Exhibit 99.2 and is incorporated herein by reference.

The full text of the press releases are included as Exhibit 99.1 and 99.2 to this Current Report on Form 8-K and are incorporated by reference into this Item 7.01.

In accordance with General Instruction B.2 of Form 8-K, the information furnished pursuant to Item 7.01 and the press releases attached hereto as Exhibit 99.1 and 99.2 shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall such information 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.

Exhibit No.	Description
2.1‡	Agreement and Plan of Merger, dated as of July 21, 2024, by and among Tellurian Inc., Woodside Energy Holdings (NA) LLC, and Woodside Energy (Transitory) Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Tellurian Inc. with the SEC on July 22, 2024)
3.1	Fifth Amended and Restated Certificate of Incorporation of Tellurian Inc.
3.2	Third Amended and Restated By-Laws of Tellurian Inc., effective as of October 8, 2024
10.1	Form of CIP Award Amendment, dated as of July 18, 2024 (Daniel Belhumeur, Samik Mukherjee, Simon Oxley) (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by Tellurian Inc. with the SEC on July 22, 2024)
10.2	Tellurian Inc. Executive Severance Plan, amended and restated as of July 21, 2024 (incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed by Tellurian Inc. with the SEC on July 22, 2024)
10.3	Form of Executive Separation Agreement
99.1	Press Release, dated October 8, 2024
99.2	Press Release, dated October 9, 2024
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 SEC 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.

Date: October 9, 2024

By: /s/ Daniel Kalms
Name: Daniel Kalms
Title: President

Exhibit 3.1

FIFTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

TELLURIAN INC.

FIRST. The name of the corporation is Tellurian Inc. (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 108 Lakeland Avenue, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH. The total number of shares that the Corporation shall have authority to issue is 1,000 shares of Common Stock, and the par value of each such share is $1.00. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote and the Common Stock shall vote together as a single class.

FIFTH. The board of directors of the Corporation shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

SIXTH. Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the Corporation.

SEVENTH. To the fullest extent permitted by applicable law, no director or officer shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director or officer as a director or officer, as applicable, except (i) for breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) with respect to any director, pursuant to Section 174 of the DGCL, (iv) for any transaction from which the director or officer derived an improper personal benefit or (v) with respect to any officer, in any action by or in the right of the Corporation. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation, as applicable, shall be eliminated or limited to the fullest extent permitted by the DGCL. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

EIGHTH. The Corporation shall have the authority to the full extent not prohibited by law, as provided in the bylaws of the Corporation or otherwise authorized by the Board of Directors or by the stockholders of the Corporation, to indemnify any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise or entity, from and against any and all expenses, liabilities or losses asserted against, or incurred by any such person in any such capacity, or arising out of their status as such; and the indemnification authorized herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

NINTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

Exhibit 3.2

THIRD AMENDED AND RESTATED
BYLAWS
OF
TELLURIAN INC.

Adopted as of October 8, 2024

ARTICLE I

OFFICES

SECTION 1.01 *Registered Office*. The registered office of Tellurian Inc. (the "***Corporation***") in the State of Delaware shall be at 108 Lakeland Ave, Dover, Kent County, Delaware 19901, and the name of its registered agent shall be Capitol Services, Inc.

SECTION 1.02 *Other Offices*. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors of the Corporation (the "***Board***") may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.01 *Place of Meeting*. All meetings of stockholders for the election of directors shall be held at such place, either within or without the State of Delaware, or by means of remote communication, as shall be designated from time to time by the Board and stated in the notice of the meeting.

SECTION 2.02 *Annual Meeting*. The annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting.

SECTION 2.03 *List of Stockholders*. The Corporation shall prepare a complete list of the stockholders entitled to vote at any meeting of stockholders (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10^{th}) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares of each class of capital stock of the Corporation registered in the name of each stockholder no later than the tenth (10th day before each meeting of the stockholders. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, on a reasonably accessible electronic network if the information required to gain access to such list was provided with the notice of the meeting or during ordinary business hours, at the principal place of business of the Corporation for a period of ten (10) days ending on the day before the meeting date. Except as provided by applicable law, the stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger and the list of stockholders or to vote in person or by proxy at any meeting of stockholders.

SECTION 2.04 *Special Meeting*. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, if one is elected, or by the President of the Corporation or by the Board or by written order of a majority of the directors and shall be called by the President or the Secretary at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. The Chairman of the Board or the President of the Corporation or directors so calling, or the stockholders so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, or by means of remote communication, as the place for holding such meeting.

SECTION 2.05 *Notice of Meeting*. Notice of the place, if any, date, hour, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting), and means of remote communication, if any, of every meeting of stockholders shall be given by the Corporation not less than ten (10) days nor more than sixty (60) days before the meeting (unless a different time is specified by law) to every stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. Notices of meetings to stockholders may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mailing address, as applicable) as it appears on the records of the Corporation. Notice shall be given (i) if mailed, when deposited in the U.S. mail, postage prepaid, (ii) if delivered by courier service, the earlier of when the notice is received or left at the stockholder's address, or (iii) if given by electronic mail, when directed to such stockholder's electronic mail address (unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the General Corporation Law of the State of Delaware (the "***DGCL***") to be given by electronic transmission). Notice of any meeting need not be given to any stockholder who shall, either before or after the meeting, submit a waiver of notice or who shall attend such meeting, except when the stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of the meeting shall be bound by the proceedings of the meeting in all respects as if due notice thereof had been given.

SECTION 2.06 *Quorum*. The holders of a majority of the shares of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation.

SECTION 2.07 *Adjournments*. Any meeting of the stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof, and the means of remote communication, if any, are announced at the meeting at which the adjournment is taken or are provided in accordance with applicable law. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date is fixed for stockholders entitled to vote at the adjourned meeting, the Board of Directors shall fix a new record date for notice of the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at the adjourned meeting as of the record date fixed for notice of the adjourned meeting.

SECTION 2.08 *Voting*. When a quorum is present at any meeting of the stockholders, the vote of the holders of a majority of the shares of the Corporation's capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, of the Certificate of Incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Every stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder, bearing a date not more than three years prior to voting, unless such instrument provides for a longer period, and filed with the Secretary of the Corporation before, or at the time of, the meeting. If such instrument shall designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

SECTION 2.09 *Consent of Stockholders*. Any action to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing or by electronic transmission setting forth the action to be so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware (by hand or by certified or registered mail, return receipt requested), its principal place of business, an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded, or to an information processing system designated by the corporation for receiving such consents in accordance with applicable law. Every consent shall bear the date of signature of each stockholder who signs the consent, and no consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this SECTION 2.09, consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action by the stockholders by less than unanimous consent shall, to the extent required by applicable law, be given to those stockholders as of the record date for the action by consent who have not consented and who would have been entitled to notice of the meeting if the action had been taken at a meeting and the record date for the notice of the meeting were the record date for the action by consent.

SECTION 2.10 *Voting of Stock of Certain Holders*. Shares of the Corporation's capital stock standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of such corporation may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator, or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares standing in the name of a receiver may be voted by such receiver. A stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the Corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee, or his proxy, may represent the stock and vote thereon.

SECTION 2.11 *Treasury Stock*. The Corporation shall not vote, directly or indirectly, shares of capital stock of the Corporation that are owned by the Corporation. Such shares shall not be counted in determining the total number of outstanding shares of the Corporation's capital stock.

SECTION 2.12 *Fixing Record Date*. The Board may fix in advance a date, which shall not be more than sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, nor more than sixty (60) days preceding the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining a consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, any such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 *Powers*. The business and affairs of the Corporation shall be managed by the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

SECTION 3.02 *Number, Election and Term*. The number of directors that shall constitute the whole Board shall be fixed from time to time as determined by resolution of the Board adopted by a majority of the whole Board, but shall consist of not less than one (1) member. The number of directors of the whole Board shall be set forth in the notice of any meeting of stockholders held for the purpose of electing directors. The directors shall be elected at the annual meeting of stockholders, except as provided in SECTION 3.03, and each director elected shall hold office until his successor shall be elected and shall qualify. Directors need not be residents of Delaware or stockholders of the Corporation.

SECTION 3.03 *Vacancies, Additional Directors, and Removal From Office*. If any vacancy occurs in the Board caused by death, resignation, retirement, disqualification, or removal from office of any director, or otherwise, or if any new directorship is created by an increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, or a sole remaining director, may choose a successor or fill the newly created directorship; and a director so chosen shall hold office until the next election and until his successor shall be duly elected and shall qualify, unless sooner displaced. Any director may be removed either for or without cause at any special meeting of stockholders duly called and held for such purpose.

SECTION 3.04 *Regular Meeting*. A regular meeting of the Board shall be held each year, without other notice than this bylaw, at the place of, and immediately following, the annual meeting of stockholders; and other regular meetings of the Board shall be held each year, at such time and place as the Board may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

SECTION 3.05 *Adjourned Meetings*. A majority of the directors present at any meeting of the Board of Directors, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least twenty-four (24) hours' notice of any adjourned meeting of the Board of Directors shall be given to each director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in SECTION 3.06 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

SECTION 3.06 *Notices*. Subject to SECTION 3.05, SECTION 3.08 and SECTION 3.09 hereof, whenever notice is required to be given to any director by applicable law, the Certificate of Incorporation, or these bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director's address as it appears on the records of the Corporation, facsimile, email, or by other means of electronic transmission.

SECTION 3.07 *Waiver of Notice*. Whenever notice to directors is required by applicable law, the Certificate of Incorporation, or these bylaws, a waiver thereof, in writing signed by, or by electronic transmission by, the director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board of Directors or committee meeting need be specified in any waiver of notice.

SECTION 3.08 *Special Meeting*. A special meeting of the Board may be called by the Chairman of the Board, if one is elected, or by the President of the Corporation and shall be called by the Secretary on the written request of any two directors. The Chairman or President so calling, or the directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 3.09 *Notice of Special Meeting*. Written notice of special meetings of the Board shall be given to each director at least forty-eight (48) hours prior to the time of such meeting. Any director may waive notice of any meeting. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in the notice or waiver of notice of such meeting, except that notice shall be given of any proposed amendment to the bylaws if it is to be adopted at any special meeting or with respect to any other matter where notice is required by statute.

SECTION 3.10 *Quorum*. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these bylaws.

SECTION 3.11 *Action Without Meeting*. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission and any consent may be documented, signed, and delivered in any manner permitted by Section 116 of the DGCL. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board of Directors or committee in accordance with applicable law.

SECTION 3.12 *Compensation*. Unless otherwise restricted by the Certificate of Incorporation, the Board shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary as director. No provision of these bylaws shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

COMMITTEE OF DIRECTORS

SECTION 4.01 *Designation, Powers and Name*. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of two or more of the directors of the Corporation. The committee shall have and may exercise such of the powers of the Board in the management of the business and affairs of the Corporation as may be provided in such resolution. The committee may authorize the seal of the Corporation to be affixed to all papers that may require it. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board.

SECTION 4.02 *Minutes*. Each committee of directors shall keep regular minutes of its proceedings and report the same to the Board when required.

SECTION 4.03 *Compensation*. Members of special or standing committees may be allowed compensation for attending committee meetings, if the stockholders shall so determine.

ARTICLE V

OFFICERS

SECTION 5.01 *Officers*. The officers of the Corporation shall include a President and a Secretary. The Board may appoint such other officers and agents, including a Chairman of the Board, Chief Executive Officer, Chief Financial Officer, one or more Vice Presidents, any one or more of which may be designated Executive Vice President or Senior Vice President, Assistant Secretaries, Treasurer, and Assistant Treasurers, in each case as the Board shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. Any two or more offices may be held by the same person. The Chairman of the Board, if one is elected, shall be elected from among the directors. With the foregoing exceptions, none of the other officers need be a director, and none of the officers need be a stockholder of the Corporation.

SECTION 5.02 *Election and Term of Office*. The officers of the Corporation shall be elected annually by the Board at its first regular meeting held after the annual meeting of stockholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a director in the case of the Chairman.

SECTION 5.03 *Removal and Resignation*. Any officer or agent elected or appointed by the Board may be removed without cause by the affirmative vote of a majority of the Board whenever, in its judgment, the best interests of the Corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5.04 *Vacancies*. Any vacancy occurring in any office of the Corporation by death, resignation, removal, or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 5.05 *Salaries*. The salaries of all officers and agents of the Corporation shall be fixed by the Board or pursuant to its direction; and no officer shall be prevented from receiving such salary by reason of his also being a director.

SECTION 5.06 *Chairman of the Board*. The Chairman of the Board, if one is elected, shall preside at all meetings of the Board or of the stockholders of the Corporation. The Chairman shall formulate and submit to the Board matters of general policy for the Corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the Board.

SECTION 5.07 *President/Chief Executive Officer*. The Board shall elect one or more individuals to serve as the President and/or Chief Executive Officer of the Corporation and, subject to the control of the Board, shall in general supervise and control the business and affairs of the Corporation. In the absence of the Chairman of the Board (if one is elected), the President and/or Chief Executive Officer shall preside at all meetings of the Board and of the stockholders. He may also preside at any such meeting attended by the Chairman if he is so designated by the Chairman. He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board. Each President and/or Chief Executive Officer shall keep the Board fully informed and shall consult them concerning the business of the Corporation. He may sign with the Secretary or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts, or other instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these bylaws or by the Board to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the Corporation to vote, all shares of stock of any other corporation standing in the name of the Corporation and in general he shall perform all other duties normally incident to the office of President and/or Chief Executive Officer and such other duties as may be prescribed by the stockholders or the Board from time to time.

SECTION 5.08 *Vice Presidents*. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the Corporation. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President, the Board.

SECTION 5.09 *Secretary*. The Secretary shall (a) keep the minutes of the meetings of the stockholders, the Board and committees of directors; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the Corporation, and see that the seal of the Corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these bylaws; (d) keep or cause to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder; (e) sign with the President, or an Executive Vice President or Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board; (f) have general charge of the stock transfer books of the Corporation; and (g) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, the Board.

SECTION 5.10 *Treasurer*. If appointed, the Treasurer shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of SECTION 6.03 of these bylaws; (c) prepare, or cause to be prepared, for submission at each regular meeting of the Board, at each annual meeting of the stockholders, and at such other times as may be required by the Board, the President, a statement of financial condition of the Corporation in such detail as may be required; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine.

SECTION 5.11 *Assistant Secretary and Treasurer*. If appointed, the Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign, with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by a resolution of the Board. The Assistant Treasurers shall respectively, if required by the Board, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

ARTICLE VI

CONTRACTS, CHECKS AND DEPOSITS

SECTION 6.01 *Contracts*. Subject to the provisions of SECTION 5.01 of these bylaws, the Board may authorize any officer, officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 6.02 *Checks*. All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers or such agent or agents of the Corporation, and in such manner, as shall be determined by the Board.

SECTION 6.03 *Deposits*. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

ARTICLE VII

CERTIFICATES OF STOCK

SECTION 7.01 *Issuance*. Each stockholder of this Corporation shall be entitled to a certificate or certificates showing the number of shares of capital stock registered in his name on the books of the Corporation. The certificates shall be in such form as may be determined by the Board, shall be issued in numerical order and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. If any certificate is countersigned (a) by a transfer agent other than the Corporation or any employee of the Corporation, or (b) by a registrar other than the Corporation or any employee of the Corporation, any other signature on the certificate may be a facsimile. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences, and relative participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class of stock; provided that, except as otherwise provided by statute, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in the case of a lost, stolen, destroyed, or mutilated certificate a new one may be issued therefor in accordance with SECTION 7.02 of these bylaws and upon such terms and with such indemnity, if any, to the Corporation as the Board may prescribe. Certificates shall not be issued representing fractional shares of stock.

SECTION 7.02 *Lost Certificates*. The Board may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require (a) the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require, (b) such owner to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate or certificates alleged to have been lost, stolen, or destroyed, or (c) both.

SECTION 7.03 *Transfers*. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books. Transfers of shares shall be made only on the books of the Corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the Corporation or the transfer agent.

SECTION 7.04 *Registered Stockholders*. The Corporation shall be entitled to treat the holder of record of any share or shares of the Corporation's capital stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

DIVIDENDS

SECTION 8.01 *Declaration*. Dividends with respect to the shares of the Corporation's capital stock, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting, pursuant to applicable law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

SECTION 8.02 *Reserve*. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board shall think conducive to the interest of the Corporation, and the Board may modify or abolish any such reserve in the manner in which it was created.

ARTICLE IX

INDEMNIFICATION

SECTION 9.01 *Third Party Actions*. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law, any director or officer of the Corporation, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

SECTION 9.02 *Actions by or in the Right of the Corporation*. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law, any director or officer and may indemnify any other person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 9.03 *Mandatory Indemnification*. To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in SECTION 9.01 and SECTION 9.02, or in defense of any claim, issue, or matter therein, the person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

SECTION 9.04 *Determination of Conduct*. The determination that a director, officer, employee, or agent has met the applicable standard of conduct set forth in SECTION 9.01 and SECTION 9.02 (unless indemnification is ordered by a court) shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

SECTION 9.05 *Payment of Expenses in Advance*. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Corporation as authorized in this ARTICLE IX.

SECTION 9.06 *Indemnity Not Exclusive*. The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any other bylaw, agreement, vote of stockholders, or disinterested directors or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office.

SECTION 9.07 *Definitions*. For purposes of this ARTICLE IX:

(a) the "***Corporation***" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this ARTICLE IX with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued;

(b) "***other enterprises***" shall include employee benefit plans;

(c) "***fines***" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(d) "***serving at the request of the Corporation***" shall include any service as a director, officer, employee, or agent of the Corporation that imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and

(e) a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this ARTICLE IX.

SECTION 9.08 *Continuation of Indemnity*. The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. Any amendment, repeal, or modification of this ARTICLE IX shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE X

MISCELLANEOUS

SECTION 10.01 *Seal*. The corporate seal, if one is authorized by the Board, shall have inscribed thereon the name of the Corporation, and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 10.02 *Books*. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at the offices of the Corporation, or at such other place or places as may be designated from time to time by the Board.

ARTICLE XI

AMENDMENT

These bylaws may be altered, amended, or repealed by a majority of the number of directors then constituting the Board at any regular meeting of the Board without prior notice, or at any special meeting of the Board if notice of such alteration, amendment, or repeal be contained in the notice of such special meeting.

* * *

Exhibit 10.3

FORM OF
SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement and Release") is made and entered into by and among [NAME] ("Employee"), Tellurian Services LLC (the "Employer"), and Tellurian Inc. (the "Company") (together, the "Parties").

WHEREAS, Employee is a participant in the Tellurian Inc. Executive Severance Plan (as amended, the "Plan"), which governs the terms and conditions applicable to Employee's termination of employment under certain circumstances;

WHEREAS, pursuant to the terms of the Plan, the Company has agreed to provide Employee certain benefits and payments under the terms and conditions specified therein, *provided* that Employee has executed and not revoked a general release of claims in favor of the Company;

WHEREAS, on July 21, 2024, the Company entered into an Agreement and Plan of Merger with Woodside Energy Holdings (NA) LLC ("Parent") and Woodside Energy (Transitory) Inc., a wholly owned subsidiary of Parent ("Merger Sub") (the "Merger Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a direct, wholly owned subsidiary of Parent;

WHEREAS, in connection with entering into the Merger Agreement, the Parties entered into that certain CIP Award Amendment Letter, dated as of [DATE] (the "CIP Amendment Letter"), pursuant to which Employee's employment shall be terminated by the Employer immediately following the consummation of the Merger, and such termination of employment shall be deemed to be a Termination without Cause (as defined in Employee's Construction Incentive Award Agreement) for purposes of [the Change of Control section of Employee's Construction Incentive Award Agreement and] all [other] applicable plans, agreements and arrangements, including, but not limited to, the Plan;

WHEREAS, in accordance with the CIP Amendment Letter, Employee's employment with the Employer is being terminated effective October 8, 2024 (the "Separation Date"); and

WHEREAS, the Parties wish to terminate their relationship amicably and to resolve, fully and finally, all actual and potential claims and disputes relating to Employee's employment with and termination from the Company and all other relationships between Employee and the Company, up to and including the date of execution of this Agreement and Release.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Consideration by the Company. As consideration for this Agreement and Release, subject to and conditioned upon Employee's (x) continued compliance with all confidentiality obligations and restrictive covenants to which Employee is subject, (y) timely execution and delivery (without revocation) to the Company of this Agreement and Release within forty-five (45) days after delivery of this Agreement and Release by the Company and (z) continued compliance with all terms and conditions of this Agreement and Release, the Company shall pay or provide the following in full satisfaction of the Company's obligations to Employee under the Plan (collectively, the "Severance"):

(a) Cash severance in an aggregate amount equal to $[●] (which represents 100% of Employee's Base Salary (as defined in the Plan) in effect as of the Separation Date), payable in a single lump on [DATE] (the "Payment Date");

(b) An additional cash amount equal to $[●] (which represents 100% of Employee's Target STI Amount (as defined in the Plan) in effect as of the Separation Date for the 2024 fiscal year), payable in a single lump sum on the Payment Date;

(c) Subject to Employee's timely election of continuation coverage under COBRA (as defined in the Plan), the Company shall subsidize and cover the full cost of COBRA coverage for Employee's and Employee's eligible dependents for eighteen (18) months; provided, however, that the foregoing subsidy shall immediately cease on the date on which Employee obtains other employment that offers group health benefits, irrespective of whether Employee elects to be covered under such group health benefits (the "Benefits Continuation Period"); and

(d) Outplacement services with a provider of the Company's choice at a level commensurate with Employee's position for the period of eighteen (18) months following the Separation Date.

Notwithstanding the foregoing, (i) the Company's obligations under Section 1(a) through (d) will be excused if Employee breaches any of the provisions of the Plan, including, without limitation, ARTICLE VIII thereof, or any other agreement between the Company, the Employer or their respective Affiliates and Employee, and (ii) in the event that the Company determines in its sole discretion that the provision of the COBRA subsidy provided under Section 1(c) cannot be provided without potentially violating applicable law, or the provision of the subsidy under Section 1(c) would subject the Company, the Employer or any of their respective Affiliates or Employee to a material tax or penalty, Employee shall be provided, in lieu of the COBRA subsidy, with a taxable monthly payment in an amount equal to the monthly premium that Employee would be required to pay to continue Employee 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 applicable Benefits Continuation Period. Employee acknowledges and agrees that the Severance constitutes consideration beyond that which the Company would be obligated to provide, or Employee would be entitled to receive, but for the mutual covenants set forth in this Agreement and Release and the covenants contained in the Plan and any other relevant agreements between the Company and Employee.

2. Release by Employee. In consideration of the Company's promise to provide the Severance and other consideration, and in lieu of any other benefits, as a full and final settlement, Employee releases and discharges the Company, the Employer, and all of their respective 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, including, for avoidance of doubt, Parent and all of Parent's affiliated entities, from any and all claims and causes of action (except for claims arising specifically from a breach of this Agreement and Release), whether known or unknown, arising out of or related to Employee's employment or termination of employment and any other events or transactions that precede the date of execution of this Agreement and Release. The persons and entities released in the foregoing sentence shall be referred to collectively as the "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 (29 U.S.C. § 626, *et seq.*, as amended) (the "ADEA"), the Older Workers' Benefit Protection Act (the "OWBPA"), 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.) and any other federal, state, or local law, statute, or ordinance affecting Employee's employment with any of the 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 payments owed to Employee pursuant to Section 3 below, vested rights under the Company's employee benefit plans, if any, and as applicable, or to claims that the controlling law clearly states may not be released by agreement.

3. Effect on CIP Award, Equity and Equity-Based Awards; 2024 STI.

(a) In accordance with the CIP Amendment Letter, Employee's Reduced Award (as defined in the CIP Amendment Letter) in an amount equal to $[●] (the "CIP Award Payment") shall immediately vest in full [as of the Separation Date] and become payable on the [Payment Date] [Separation Date] [earlier of (i) the Company's first business day that is more than six (6) months following the Separation Date or (ii) the date of the Employee's death (as applicable, the "CIP Award Payment Date") pursuant to the Company's determination that Employee is a "specified employee" pursuant to Section 409A(a)(2)(B)(i) of the Code as of the Separation Date and that the CIP Award Payment is "nonqualified deferred compensation" subject to Section 409A that is payable on a separation from service (as defined in the Plan)].

(b) [In accordance with the Merger Agreement, Employee's [NUMBER] shares of Restricted Stock (as defined in the 2016 Plan) granted under the Tellurian Inc. Amended and Restated 2016 Omnibus Incentive Compensation Plan (as amended, the "2016 Plan") shall become fully vested and cancelled as of the Separation Date and converted into the right to receive an amount in cash equal to $[●], payable in a lump sum on the Separation Date].

(c) [In accordance with the Merger Agreement, Employee's [NUMBER] Restricted Stock Units (as defined in the 2016 Plan) granted under the 2016 Plan shall become fully vested and cancelled as of the Separation Date and converted into the right to receive an amount in cash equal to $[●], [payable in a lump sum on the [Separation Date]/[CIP Award Payment Date pursuant to the Company's determination that Employee is a "specified employee" pursuant to Section 409A(a)(2)(B)(i) of the Code as of the Separation Date and the Restricted Stock Units are "nonqualified deferred compensation" subject to Section 409A that is payable on a separation from service]][$200,000 of which in respect of the Restricted Stock Units granted on November 30, 2021 shall be payable in a lump sum on the Separation Date and $100,000 of which in respect of the Restricted Stock Units granted on July 28, 2020 (the "2020 RSUs") shall be payable in a lump sum on the CIP Award Payment Date pursuant to the Company's determination that Employee is a "specified employee" pursuant to Section 409A(a)(2)(B)(i) of the Code as of the Separation Date and that the 2020 RSUs are "nonqualified deferred compensation" subject to Section 409A that is payable on a separation from service].

(d) [In accordance with the Merger Agreement, each of Employee's [NUMBER] tracking units (the "Tracking Units") granted under the Tellurian Inc. Incentive Compensation Program pursuant to that certain Long Term Incentive Award Agreement, effective as of February 24, 2023 (the "LTI Award Agreement"), shall automatically be canceled and converted as of the Separation Date into the right (each, a "Converted Tracking Unit" and, collectively, the "Converted Tracking Units") to receive from the Company, upon vesting and settlement of the Converted Tracking Units a lump-sum amount in cash, without interest, equal to $[●]. Each Converted Tracking Unit shall remain subject to the same terms and conditions (including, as applicable, vesting (including any performance-based conditions) and forfeiture terms) as were applicable to the Tracking Units immediately prior to the consummation of the Merger (except for administrative changes that are not adverse to Employee); provided, that, this Agreement and Release shall satisfy the Release Requirement (as defined in the LTI Award Agreement)].

(e) In accordance with the CIP Amendment Letter, Employee shall be eligible to receive Employee's Short Term Incentive Award (as defined in the Tellurian Inc. Incentive Compensation Program) for the 2024 fiscal year, in the amount determined by the Company in its sole discretion, payable at the time bonuses are paid to other employees of the Company in accordance with the terms of the Tellurian Inc. Incentive Compensation Program (disregarding, for the avoidance of doubt, the continuing service requirement).

4. Consideration Period and Effective Date. By signing this Agreement and Release, Employee expressly acknowledges, represents, and warrants that: this Agreement and Release is written in a manner understood by Employee and that Employee in fact understands the terms, conditions, significance, and final and binding effect of this Agreement and Release; no other promises or representations were made to Employee, other than those set forth in this Agreement and Release; Employee is fully competent to manage Employee's business and personal affairs; Employee understands this Agreement and Release contains a waiver and release of all known and unknown claims; Employee has executed this Agreement and Release knowingly and voluntarily, without duress or coercion, and with an intent to be bound by this Agreement and Release; and Employee has full power and authority to release Employee's claims as set forth herein and has not assigned any such claims to any other individual or entity.

Employee acknowledges that this Agreement and Release includes a release covering all legal rights or claims under the ADEA, and all other federal, state, or local laws regarding age discrimination and all other forms of discrimination or harassment, whether those claims are presently known to Employee or hereafter discovered. Employee is not releasing any right or claim Employee may have under the ADEA which first arises after the date employee signs this Agreement. In accordance with the ADEA and the OWBPA, attached as Exhibit A of this Agreement and Release is additional information regarding all individuals considered and selected for termination as part of the "group termination program," as defined by the OWBPA. **Employee acknowledges that Employee has reviewed Exhibit A prior to executing this Agreement and Release**.

In accordance with the ADEA and OWBPA, Employee is being provided with a period of forty-five (45) days to consider the terms of this Agreement and Release and that Employee may elect, in Employee's sole discretion, to waive that period and execute this Agreement and Release sooner, *provided*, *however*, that Employee may not execute this Agreement and Release earlier than the Separation Date.

Employee acknowledges that if Employee does not execute and return this Agreement and Release within forty-five (45) days following receipt, this Agreement and Release shall be considered rejected by Employee and the Company shall not be obligated to deliver (or cause to be delivered) any portion of the Severance [or the CIP Award Payment] to Employee. Employee further acknowledges that, in order to be eligible to receive the Severance [and the CIP Award Payment], which Employee acknowledges is in addition to anything of value to which Employee is already entitled, Employee must (a) properly complete, sign, and return the fully executed original of this Agreement and Release, (b) not revoke this Agreement and Release during the seven (7) calendar days following the date Employee signs it, and (c) 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 forty-five (45)-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 (the "Effective Date"). 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 timely revokes this Agreement and Release during the seven (7)-day revocation period, this Agreement and Release will be null and void and of no force or effect, and Employee will not be entitled to the Severance pursuant to this Agreement and Release.

5. Acknowledgments. Employee acknowledges and agrees that Employee has: (a) received all compensation due to Employee as a result of services performed for any of the Released Parties, including, but not limited to, all overtime payments; (b) reported to the Company any and all work-related injuries incurred by Employee while performing services for any of the 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 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 and/or any agreement between Employee and the Company. Employee represents and warrants that, as of the Separation Date, Employee shall have returned to the Company all property belonging to the Company, and any copies of any property of the Company. Employee acknowledges and agrees that, as of the Separation Date, Employee shall be deemed to have resigned from any and all offices Employee may have with the Company or its affiliates.

Employee acknowledges and agrees that in the event of any violation by Employee of any of the material terms of this Agreement and Release, any unpaid portion of the Severance [or CIP Award Payment] will not become payable and will be forfeited to the Company without consideration as of the date of such violation. Further, the Parties agree that that any violation of any term of this Agreement and Release shall not affect the remainder of this Agreement and Release, which shall continue to be binding and valid and given full effect. For the sake of clarity, no violation of any provision of this Agreement and Release by Employee shall relieve, or shall be deemed to relieve, Employee's obligations under any other provision of this Agreement and Release or otherwise.

Employee acknowledges and agrees that Employee continues to be bound by the obligations set forth in ARTICLE VIII of the Plan following the Effective Date and that such obligations may be enforced against Employee as set forth in the Plan.

6. No Filing of Lawsuit or Other Claim. Other than as provided in Section 9 of this Agreement and Release, Employee agrees, promises, and covenants that neither Employee nor any person, organization, or other entity acting on Employee's behalf, has or will file a lawsuit, charge, or claim against any of the Released Parties and that Employee will not participate as a party in any action for damages against any of the 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 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.

7. No Admission of Liability. Neither this Agreement and Release nor anything contained herein shall be construed as an admission by any of the 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. This Agreement and Release will not be admissible in any proceedings other than a proceeding for breach of the terms contained herein.

8. Confidentiality of Agreement and Release. Subject to Section 9 below, Employee agrees that Employee shall keep the existence and terms of this Agreement and Release confidential and that Employee will not disclose, directly or indirectly, the existence or terms of this Agreement and Release to any third parties, except that Employee may disclose the existence or terms of this Agreement and Release to Employee's legal and tax advisors and Employee's spouse, and as to all such persons to whom disclosure is made, the disclosure must be made with the condition that the persons receiving such information maintain the information in strict confidence. Employee specifically agrees not to disclose the existence or terms of this Agreement and Release to any present or former employees or employees of the Released Parties and to make no comment, either generally or specifically, regarding the Severance offered under Section 1, or the other terms of the Agreement and Release. Nothing in this Section is intended to preclude the Parties from disclosing the existence and terms of this Agreement and Release as necessary to enforce its terms or in connection with a claim for breach of this Agreement and Release. In the event that Employee breaches this confidentiality provision, the Company shall have the right to recover from Employee liquidated damages in the amount of $1,000.00 per breach.

9. Reports to Government Entities. Nothing in this Agreement and Release, including the No Filing of Lawsuit or Other Claim clause in Section 6, the Confidentiality of Agreement and Release clause in Section 8 or the Non-Disparagement clause in Section 10, 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"), from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation, or from engaging in any protected rights Employee may have under Section 7 of the National Labor Relations Act. However, to the maximum extent permitted by law, Employee is waiving Employee's right to receive any individual monetary relief from the Company or any of the 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. 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 9, and Employee does not need to notify the Company that Employee has engaged in any such conduct.

Employee shall not be subject to criminal or civil liability under any Federal or State trade secret law for the disclosure of any Company 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 the Company 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.

10. Non-Disparagement. Subject to Section 9 above, Employee agrees not to commit any act or make any statement, written or oral, that is, or could reasonably be interpreted as, detrimental to the business, reputation, or goodwill of the Company or the Released Parties, including disparaging or embarrassing the Company or the Released Parties or their officers, directors, agents, attorneys, and/or other personnel or employees. Promptly following the Separation Date, the Company will instruct its executive officers and will cause the members of its Board of Directors to not, directly or indirectly, engage or encourage others to engage in any form of conduct, or make, publish or communicate to any person or entity, orally or in writing, any negative or disparaging remarks, comments, or statements about Employee, and the Company agrees that it will not disparage Employee in any official statement or press release. Nothing in this Section 10 shall prevent Employee or the Company or the Employer, as applicable, from providing truthful testimony in response to a subpoena or court order or otherwise complying with this Agreement and Release.

11. Cooperation with Litigation. Employee agrees to cooperate with and be readily available, as the Company may reasonably request, to assist it in any litigation regarding or involving the Company, the Employer, their affiliates, subsidiaries, and/or their predecessors or successors, including, but not limited to, the case captioned *John K. Howie v. Tellurian Inc. and Tellurian Services LLC*, C.A. No. N24C-09-004 SKR (CCLD), in the Superior Court of the State of Delaware, over which Employee has knowledge or information. Such cooperation includes, but is not limited to, (i) giving truthful testimony in any litigation or potential litigation involving the Company, Employer, and/or their affiliates, subsidiaries, and/or their predecessors or successors, (ii) assisting Parent, Employer, or Company's attorneys in responding to written discovery requests and subpoenas, (iii) communicating and meeting with Parent, Company, or Employer attorneys, whether by telephone or in-person, in order to assist with fact-gathering and provide your truthful recollection of events, (iv) promptly providing Parent, Company, or Employer's attorneys with evidence in Employee's possession, custody, or control, and (v) signing declarations, verifications, or affidavits at the request of Parent, Company, or Employer's attorneys that recount matters of which Employee had knowledge, and assisting Parent, Company, or Employer's attorneys in drafting said documents. The Company shall coordinate with Employee and use good faith efforts to schedule Employee's cooperation pursuant to this Section 11 so as not to unduly interfere with Employee's other personal or professional pursuits. If Employee's cooperation is requested pursuant to this Section 11, Employee shall be paid an hourly rate of pay equal to $[●]. In addition, the Company shall reimburse Employee for reasonable attorneys' fees and travel expenses (including lodging and meals), upon Employee's submission or receipts.

12. Termination of Employment; Resignation of Officer and Director Positions. The employment relationship between Employee and the Employer terminated on the Separation Date. This Agreement and Release constitutes Employee's resignation from all officer, director and employee positions with Employer, the Company, and each of their respective subsidiaries and affiliates, in each case effective on the Separation Date. Employee covenants and agrees to take all actions and provide all written notices reasonably requested by the Employer or the Company to carry out the intent of this Section 12.

13. 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.

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

15. Entire Agreement. The Parties acknowledge that this Agreement and Release constitutes the entire agreement between them with respect to the subject matter herein and supersedes all prior written and oral agreements. 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 and the Employer. If any provision of this Agreement and Release is held to be invalid, the remaining provisions shall not be affected.

16. 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.

17. 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.

18. 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: [●], by hand delivery, UPS or similar carrier, or certified mail, or electronic mail to [●]. 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.

19. Tax Matters. The Company may withhold from any and all amounts payable under this Agreement and Release or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

20. 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 Agreement and Release 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 amend this Agreement and Release 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 20 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[, except as provided in Section 20(e),] to indemnify Employee for any failure to do so.

(b) Exceptions 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 Agreement and Release 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 20(c) below. All payments and benefits provided under this Agreement and Release 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 Agreement and Release, no compensation or benefits that are "nonqualified deferred compensation" subject to Code Section 409A shall be paid to Employee during the 6-month period following the Separation Date to the extent that the Company determines that Employee is a "specified employee" as of the Separation Date and that paying such amounts at the time or times indicated in this Agreement and Release 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 Employee's death), the Company shall pay to Employee a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Employee during such 6-month period.

(d) Taxable Reimbursements. To the extent that any payments or reimbursements provided to Employee 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 Employee's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

(e) [409A Indemnification. Notwithstanding anything herein to the contrary, in the event that amounts payable hereunder in accordance with Section 3 become subject to the additional tax, interest and any penalties under Section 409A of the Code (collectively, "409A additional tax"), then the Company will promptly pay to Employee within five (5) business days of the date such 409A additional tax is remitted to the applicable taxing authority an additional amount (a "409A Indemnification Payment") such that the net amount Employee retains after paying any 409A additional tax and any federal, state or local income or FICA taxes on such 409A Indemnification Payment shall be equal to the amount Employee would have received if the 409A additional tax were not applicable to the amounts payable hereunder in accordance with Section 3, subject to Employee notifying the Company in accordance with Section 17 and providing the Company substantiation of remittance of such 409A additional tax. In no event shall any amount due to Employee under this Section 20(e) be paid later than the end of Employee's taxable year following Employee's taxable year in which such taxes are remitted].

21. Counterparts. This Agreement and Release may be executed in any number of counterparts, 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.)

Agreed and Accepted:

By: _____

Date:

Tellurian Inc.

Agreed and Accepted:

By:	[Margie M. Harris][Daniel A. Belhumeur]
Title:	
Date:	

Tellurian Services LLC

Agreed and Accepted:

By: _____
Title: _____
Date:

EXHIBIT A
to the Separation Agreement and General Release

PLEASE DO NOT SIGN THE SEPARATION AGREEMENT AND GENERAL RELEASE PRIOR TO REVIEWING THE INFORMATION PROVIDED IN THIS DOCUMENT.

In accordance with the requirements of the Age Discrimination in Employment Act ("ADEA") and Older Workers Benefit Protection Act ("OWBPA"), Tellurian Services LLC (the "Employer") and Tellurian Inc. (the "Company") are providing you with the following information:

In connection with the closing of the Merger as set forth in that certain Agreement and Plan of Merger with Woodside Energy Holdings (NA) LLC and Woodside Energy (Transitory) Inc. (the date of such closing, the "Closing Date"), certain employees' positions with the Employer are being eliminated. All Employer employees whose positions are being eliminated immediately after the Closing Date are eligible to participate in the severance package program. In exchange for signing a Separation Agreement and General Release (the "Agreement"), each such employee is being offered severance benefits based on his or her annual Base Salary and Target STI Amount.

All eligible employees will have up to forty-five (45) calendar days to review the terms and conditions of the severance package and sign the Agreement. Employees who sign the Agreement will have up to seven (7) calendar days to revoke their acceptance of its terms. For any employee who signs and does not revoke the Agreement within the seven (7) day revocation period, the Agreement will become effective on the eighth (8th) calendar day after the date the employee signs it.

The decisional unit considered for potential termination includes all employees on the Employer's Executive Committee. One or more of the following factors were used to determine who would be selected for termination and, therefore, would be eligible to receive a severance package in exchange for signing an Agreement: the ability of employees to absorb overlapping and/or redundant job duties and an evaluation of the employee's ability to uniquely fulfill the duties of the job.

Listed below are the job titles, along with the ages of Employer employees (by age and job title) who were selected for job elimination and who were not selected for job elimination.

Ages are calculated as of October 1, 2024.

Job Title	Age	# Selected	# Not Selected
President, Tellurian Inc.		1	
President, Tellurian Investments		1	
EVP, Chief Financial Officer		1	
EVP, Chief Administrative Officer		1	
EVP, General Counsel, Chief Compliance Officer & Corporate Secretary		1	

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Australia
T +61 8 9348 4000
www.woodside.com

ASX: WDS
NYSE: WDS
LSE: WDS

Announcement

Wednesday, 9 October 2024

WOODSIDE COMPLETES ACQUISITION OF TELLURIAN

Woodside has completed the acquisition of Tellurian Inc. (Tellurian) and its US Gulf Coast Driftwood LNG development opportunity. Woodside has acquired all issued and outstanding Tellurian common stock for approximately $900 million cash, or $1.00 per share. The implied enterprise value is approximately $1,200 million.[1]

Woodside is pleased to also announce it has renamed the Driftwood LNG development opportunity Woodside Louisiana LNG.

Woodside Louisiana LNG is an under-construction, pre-final investment decision (FID), LNG production and export terminal in Calcasieu Parish, Louisiana. It is a high-quality, scalable development opportunity, with a total permitted capacity of 27.6 million tonnes per annum.

Woodside CEO Meg O'Neill said bringing Woodside Louisiana LNG into the global portfolio represented a significant new chapter for the company.

"This is a major growth opportunity that significantly expands our US LNG position, enabling us to better serve global customers and capture further marketing optimisation opportunities across both the Atlantic and Pacific Basins.

"Our acquisition provides a new strategic direction for this development. Woodside's world class expertise in project execution, operations and marketing means we are well-positioned to unlock the development and generate value.

"Woodside Louisiana LNG is a competitively advantaged opportunity. It is fully permitted, front-end engineering design is complete, and site civil works are well advanced.

"Woodside is targeting FID readiness from the first quarter of 2025, with the experienced Tellurian team and engineering, procurement and construction contractor Bechtel having completed substantial work to advance the opportunity to this stage.

"We are also pleased with the inbounds received from multiple parties looking to enter the opportunity as a strategic partner."

[1] Includes $50 million for Tellurian's Series C Convertible Preferred equity shares, ~$65 million of net debt, ~$20 million net working capital adjustment, ~$50 million for management and debt change of control costs and ~$135m of interim funding from signing to close. Does not include management construction incentive payment awards. The accounting treatment of the purchase price will be included in Woodside's 2024 Annual Report and will include share purchase consideration, interim funding and other items.

Contacts:

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This announcement was approved and authorised for release by Woodside's Disclosure Committee.

Forward-looking statements

This announcement contains forward-looking statements with respect to Woodside's business and operations, market conditions, results of operations and financial condition, including, for example, but not limited to, statements regarding the transaction, the timing of completion of other transactions, the timing of completion of Woodside's projects and expectations regarding future expenditures and future results of projects. All statements, other than statements of historical or present facts, are forward-looking statements and generally may be identified by the use of forward-looking words such as 'guidance', 'foresee', 'likely', 'potential', 'anticipate', 'believe', 'aim', 'aspire', 'estimate', 'expect', 'intend', 'may', 'target', 'plan', 'forecast', 'outlook', 'project', 'schedule', 'will', 'should', 'seek' and other similar words or expressions. Similarly, statements that describe the objectives, plans, goals or expectations of Woodside are forward-looking statements.

Forward-looking statements in this announcement are not guidance, forecasts, guarantees or predictions of future events or performance, but are in the nature of future expectations that are based on management's current expectations and assumptions. Those statements and any assumptions on which they are based are subject to change without notice and are subject to inherent known and unknown risks, uncertainties, assumptions and other factors, many of which are beyond the control of Woodside, its related bodies corporate and their respective officers, directors, employees, advisers or representatives. If any of the assumptions on which a forward-looking statement is based were to change or be found to be incorrect, this would likely cause outcomes to differ from the statements made in this announcement.

A detailed summary of the key risks relating to Woodside and its business can be found in the "Risk" section of Woodside's most recent Annual Report released to the Australian Securities Exchange and the London Stock Exchange and in Woodside's most recent Annual Report on Form 20-F filed with the United States Securities and Exchange Commission and available on the Woodside website at https://www.woodside.com/investors/reports-investor-briefings. You should review and have regard to these risks when considering the information contained in this announcement.

All information included in this announcement, including any forward-looking statements, reflects Woodside's views held as at the date of this announcement and, except as required by law or regulation, neither Woodside, its related bodies corporate, nor any of their respective officers, directors, employees, advisers or representatives intends to, undertakes to, or assumes any obligation to, provide any additional information or update or revise any information or forward-looking statements in this announcement after the date of this announcement, either to make them conform to actual results or as a result of new information, future events, changes in Woodside's expectations or otherwise.

Investors are strongly cautioned not to place undue reliance on any forward-looking statements. Actual results or performance may vary materially from those expressed in, or implied by, any forward-looking statements.

Exhibit 99.2

Tellurian Inc. Announces Intention to Delist and Redeem 8.25% Senior Notes Due 2028

Houston, Texas – October 9, 2024 – As previously announced, on October 8, 2024, Tellurian Inc. ("Tellurian") completed its merger pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated July 21, 2024, by and among the Tellurian, Woodside Energy Holdings (NA) LLC, a Delaware limited liability company ("Parent"), and Woodside Energy (Transitory) Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"). Pursuant to the Merger Agreement, Merger Sub merged with and into Tellurian (the "Merger"), with Tellurian continuing as the surviving corporation of the Merger and a wholly owned subsidiary of Parent.

In connection with the closing of the Merger, Tellurian announced today that it has notified the NYSE American LLC ("NYSE") of its intention to voluntarily delist from the NYSE and redeem its 8.25% Senior Notes Due 2028 (CUSIP Number 87968A203) (the "Notes").

Notice of Intent to Delist Notes

Tellurian intends to file a Notification of Removal from Listing on Form 25 on or about October 21, 2024 (the "Form 25") with the US Securities and Exchange Commission ("SEC"). As a result, Tellurian expects the delisting of the Notes to become effective on or about October 31, 2024, from which time the Notes will no longer be listed on the NYSE. Tellurian has not made arrangements for the listing and/or registration of the Notes on another national securities exchange or quotation medium.

Notice of Intent to Redeem Notes

Tellurian announced today that it will redeem all of the outstanding Notes on November 8, 2024 (the "Redemption Date"). The redemption price for the Notes is $25.75 per note, plus accrued and unpaid interest to, but excluding, the Redemption Date.

Tellurian has instructed the trustee for the Notes, The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), to distribute a notice of redemption to all registered holders of the Notes. Redemption with respect to book-entry interests in the Notes represented by global notes will be done in accordance with the standard procedures of The Depository Trust Company.

This news release shall not constitute an offer to sell, a solicitation to buy or an offer to purchase or sell any securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Tellurian reserves the right, for any reason, to delay any of the filings described above, to withdraw them prior to effectiveness, and to otherwise change its plans in respect of delisting the Notes and the termination of its reporting obligations with respect to the Notes under applicable U.S. federal securities laws in any way.

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 intended delisting and redemption of the Notes, the expected timing of the delisting and redemption of the Notes and other statements that concern Tellurian's expectations, intentions or strategies regarding the future. Known and unknown risks and uncertainties could cause actual results to differ materially from those indicated in the forward-looking statements, including, but not limited to the risks described in Tellurian's filings with the SEC, including in Item 1A of Part I of the Annual Report on Form 10-K of Tellurian for the fiscal year ended December 31, 2023, filed by Tellurian with the SEC on February 23, 2024, and other Tellurian filings with the SEC, all of which are incorporated by reference herein. The forward-looking statements in this report speak as of the date hereof. 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.