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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

TELLURIAN INC.

(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

87968A104
(CUSIP Number)

Isabelle Salhorgne
General Counsel, Gas, Renewables & Power
TOTAL S.A.
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Copies to:

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2200 Ross Avenue, Suite 3600
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214-855-8000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

July 10, 2019

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS: TOTAL S.A.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 45,999,999
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 45,999,999
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 45,999,999	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 19.0% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): CO	

- (1) Based on 242,063,899 shares of Tellurian Inc.'s common stock issued and outstanding as of April 26, 2019, as set forth in Tellurian Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2019, filed with the Securities and Exchange Commission on May 8, 2019.

1	NAMES OF REPORTING PERSONS: TOTAL Delaware, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 45,999,999
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 45,999,999
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 45,999,999	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 19.0% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): CO	

- (1) Based on 242,063,899 shares of Tellurian Inc.'s common stock issued and outstanding as of April 26, 2019, as set forth in Tellurian Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2019, filed with the Securities and Exchange Commission on May 8, 2019.

The Schedule 13D filed on February 27, 2017 (the "Schedule 13D") by TOTAL S.A., a société anonyme organized under the laws of the Republic of France ("Total SA"), and TOTAL Delaware, Inc., a Delaware corporation ("Total Delaware") and, together with Total SA, the "Reporting Persons"), relating to the common stock, par value \$0.01 per share (the "Common Stock"), of Tellurian Inc., a Delaware corporation (the "Issuer"), as amended by Amendment No. 1 filed on May 11, 2017, Amendment No. 2 filed on February 19, 2019 and Amendment No. 3 filed on April 5, 2019, is hereby amended and supplemented as set forth below by this Amendment No. 4 to the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented with the following:

On July 10, 2019, each of Charif Souki, Martin Houston and Brooke Peterson (each referred to herein individually as a "Director" and collectively, as the "Directors") confirmed his intent, as a member of the Issuer's Board of Directors (the "Board") and subject to the conditions and other legal matters set forth therein, regarding the declaration and payment of dividends to the holders of the Common Stock by executing and delivering to Total Delaware a letter (the "Dividend Letter"), in substantially the form attached hereto as Annex A to the Voting Agreement Amendment (as defined below).

On July 10, 2019, in connection with the delivery of the Dividend Letters, Total Delaware, the Issuer, Tellurian Investments LLC, a Delaware limited liability company ("Tellurian Investments"), and each of Mr. Charif Souki (the Issuer's Chairman), the Souki 2016 Family Trust, and Mr. Martin Houston (the Issuer's Vice Chairman) in their capacity as stockholders of the Issuer (collectively, Mr. Charif Souki, the Souki 2016 Family Trust, and Mr. Martin Houston, the "Other Stockholders") entered into Amendment No. 1 (the "Voting Agreement Amendment") to the Voting Agreement, dated January 3, 2017 (the "Voting Agreement"), by and among Total Delaware, the Issuer, Tellurian Investments and the Other Stockholders. The Voting Agreement Amendment provides that, in the event any Director ceases for any reason to serve as a member of the Board at any time prior to the expiration date of the Voting Agreement, (i) each Other Stockholder will take all actions within such Other Stockholder's control relating to its ownership of the Common Stock (including by attending stockholder meetings in person or by proxy for purposes of constituting a quorum, voting all voting securities of the Issuer owned or controlled by such Other Stockholder, executing written consents in lieu of meetings and nominating persons for election to the Board pursuant to the advance notice provisions of the Issuer's organizational documents) and (ii) the Issuer will take all commercially reasonable actions within its control (including calling Board and stockholder meetings), in each case, to cause the resulting vacancy on the Board to be filled by an individual who has executed and delivered the Dividend Letter to Total Delaware and to cause such individual to be duly elected as a director of the Issuer at the earliest practicable time.

The descriptions of the Dividend Letter and Voting Agreement Amendment set forth above do not purport to be complete and are qualified in their entirety by reference to the Dividend Letter and Voting Agreement Amendment, copies of which are attached hereto as Exhibit 99.1 and incorporated herein by reference.

The Reporting Persons have not entered into any agreement or understanding to act together with any other stockholder of the Issuer for the purposes of acquiring, holding, voting or disposing of the Common Stock. Accordingly, the Reporting Persons expressly disclaim membership in a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended, with any other person, and expressly disclaim beneficial ownership of any shares of the Issuer's Common Stock beneficially owned by any other person.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented with the following:

The information set forth above in Item 4 is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented with the following:

Exhibit No.	Description
99.1	Amendment No. 1, dated as of July 10, 2019, to the Voting Agreement, dated as of January 3, 2017, by and among Tellurian Inc., Tellurian Investments LLC, Total Delaware, Inc., Charif Souki, the Souki 2016 Family Trust, and Martin Houston (including the Form of Dividend Letter attached thereto as Annex A)

Signatures

After reasonable inquiry and to the best knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 12, 2019

TOTAL S.A.

By: /s/ Antoine Larenaudie
Name: Antoine Larenaudie
Title: Group Treasurer

TOTAL DELAWARE, INC.

By: /s/ Christophe Gerondeau
Name: Christophe Gerondeau
Title: President

AMENDMENT NO. 1
TO THE
VOTING AGREEMENT

This Amendment No. 1 (this "Amendment") to the Voting Agreement, dated as of January 3, 2017 (the "Existing Voting Agreement"), by and among (i) Tellurian Inc. (formerly known as Magellan Petroleum Corporation), a Delaware corporation (the "Tellurian"), (ii) Tellurian Investments LLC, a Delaware limited liability company formerly known as Tellurian Investments Inc., a Delaware corporation ("Tellurian Investments"), (iii) Total Delaware, Inc., a Delaware corporation ("Total"), and (iv) the individuals or trusts set forth on Schedule A of the Agreement who are current stockholders of the Company (each referred to herein individually as a "Stockholder" and collectively, as the "Stockholders"), is hereby made and entered into as of July 10, 2019. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Existing Voting Agreement.

WHEREAS, each of Charif Souki, Martin Houston and Brooke Peterson (each referred to herein individually as a "Director" and collectively, as the "Directors") has confirmed his intent, as a member of Tellurian's Board of Directors (the "Board") and subject to the conditions and other legal matters set forth therein, regarding the declaration and payment of dividends to the holders of the Common Stock by executing and delivering to Total a letter, in substantially the form attached hereto as Annex A (the "Dividend Letter");

WHEREAS, Total has required that the Existing Voting Agreement be amended to reflect the matters set forth herein;

WHEREAS, pursuant to Section 2.3 of the Existing Voting Agreement, the Existing Voting Agreement may only be modified or changed by an instrument in writing signed by all of the parties thereto; and

WHEREAS, the parties desire to amend the Existing Voting Agreement as set forth below.

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

1. Article I – Voting Agreement is hereby amended to add the following as a new Section 1.7:

"Section 1.7 Replacement of Directors. In the event that any Director ceases for any reason to serve as a member of the Board at any time prior to the Expiration Date (whether due to resignation, removal, death, disability or otherwise), (a) each Stockholder agrees to take all actions within such Stockholder's control relating to the ownership of Common Stock (including by attending stockholder meetings in person or by proxy for purposes of constituting a quorum, voting all voting securities of Tellurian owned or controlled by such Stockholder, executing written consents in lieu of meetings and nominating persons for election to the Board pursuant to the advance notice provisions of Tellurian's organizational documents), and (b) Tellurian agrees to take all commercially reasonable actions within its control (including calling Board and stockholder meetings), in each case, to cause the resulting vacancy on the Board to be filled by an individual who has executed and delivered to Total the Dividend Letter and such individual to be duly elected as a director of Tellurian at the earliest practicable time."

2. Except as set forth herein, the parties' rights under the Existing Voting Agreement shall remain unaffected and shall continue in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Existing Voting Agreement.

3. This Amendment shall form a part of the Existing Voting Agreement for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, any reference to the Existing Voting Agreement shall be deemed a reference to the Existing Voting Agreement as amended hereby (unless the context specifically requires otherwise).

4. THIS AMENDMENT AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS AMENDMENT OR THE FACTS AND CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (WITHOUT REFERENCE TO SUCH STATE'S PRINCIPLES OF CONFLICTS OF LAW).

5. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Facsimile or Portable Document Format (PDF) transmission of any signature will be deemed the same as delivery of an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

Total Delaware, Inc.

By: /s/ Christophe Gerondeau

Name: Christophe Gerondeau

Title: President

Signature Page to Amendment No. 1 to Voting Agreement

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

Tellurian Inc.

By: /s/ Meg Gentle
Name: Meg Gentle
Title: President and Chief Executive Officer

Tellurian Investments LLC

By: /s/ Meg Gentle
Name: Meg Gentle
Title: President and Chief Executive Officer

/s/ Charif Souki
Charif Souki

Souki Family 2016 Trust

By: /s/ Brooke A. Peterson
Name: Brooke A. Peterson
Title: Trust Protector

/s/ Martin Houston
Martin Houston

Signature Page to Amendment No. 1 to Voting Agreement

Annex A

Form of Dividend Letter

[_____, 20____]

[_____]

Dear _____:

Reference is made to the Heads of Agreement dated April 3rd, 2019 (the "HOA") between Tellurian Inc. (the "Company") and Total Delaware, Inc. ("Total") with respect to the participation of Total in the Driftwood LNG phase 1 project and the definitive agreements referred to in the HOA to be executed on or around the date hereof (the "Driftwood Definitive Agreements").

Per your request, this letter is to confirm my intention, as a member of the Board of Directors (the "Board") of the Company and subject to the closing of Total's equity investment in the Phase 1 Project (as such term is defined in the Driftwood Definitive Agreements) in accordance with the terms of the Driftwood Definitive Agreements, to vote in favor of the declaration and payment of a dividend to the holders of common stock, par value \$0.01, of the Company of a minimum of 50% of the Company's available cash, subject to my fiduciary duties as a member of the Board and subject to the Board's determination that there is sufficient surplus and other lawfully available funds to pay the dividend under Delaware law.

Very truly yours,
