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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 3)***

TELLURIAN INC.

(Name of Issuer)

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

87968A104
(CUSIP Number)

Martin Houston
Tellurian Inc.
1201 Louisiana Street, Suite 3100
Houston, TX 77002
(832) 962-4000

(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§240.13d-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: Martin Houston	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): Not applicable	
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: United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 23,564,018 ¹
	8	SHARED VOTING POWER: 1,300,000
	9	SOLE DISPOSITIVE POWER: 22,264,018 ¹
	10	SHARED DISPOSITIVE POWER: 1,300,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 23,564,018 ²	
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): 9.73%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

¹ Includes 7,000,000 shares that are pledged (and up to 1,000,000 additional shares that may be pledged) to secure the line of credit disclosed in Item 6 of Amendment No. 1 to Schedule 13D filed by Mr. Houston on June 9, 2017.

² Includes 1,300,000 shares owned by Mr. Houston's wife.

Introductory Note

This Amendment No. 3 to Schedule 13D (the “Third Amended Schedule 13D”) amends and supplements the Schedule 13D originally filed by Martin Houston on February 21, 2017, as amended by Amendment No. 1 to Schedule 13D filed by Martin Houston on June 9, 2017 and Amendment No. 2 to Schedule 13D filed by Martin Houston on April 16, 2019 (the “Second Amended Schedule 13D”). Mr. Houston is filing this Third Amended Schedule 13D to report that on July 10, 2019, Mr. Houston entered into an amendment to a voting agreement with Tellurian Inc., a Delaware corporation (the “Issuer”), Tellurian Investments LLC, a Delaware limited liability company and subsidiary of the Issuer, TOTAL Delaware, Inc., a Delaware corporation and subsidiary of TOTAL S.A. (“TOTAL”), Charif Souki and the Souki Family 2016 Trust. Except as expressly set forth herein, there have been no changes in the information set forth in the Second Amended Schedule 13D.

Item 5. Interest in Securities of the Issuer.

- (a) Shares owned:
 - (i) Amount beneficially owned: 23,564,018
 - (ii) Percent of class: 9.73%³
- (b) Number of shares as to which Mr. Houston has:
 - (i) Sole power to vote or direct to vote: 22,264,018
 - (ii) Shared power to vote or direct to vote: 1,300,000
 - (iii) Sole power to dispose or to direct the disposition of: 22,264,018
 - (iv) Shared power to dispose or to direct the disposition of: 1,300,000
- (c) Except for 25,125 shares of restricted stock of the Issuer that were issued to Mr. Houston on June 5, 2019 in respect of director compensation, there have been no transactions with respect to shares of common stock, \$0.01 par value per share, of the Issuer (“Common Stock”) that were effected by Mr. Houston during the past 60 days.
- (d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares being reported on this Third Amended Schedule 13D.
- (e) Not applicable.

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

On July 10, 2019, Driftwood Holdings LP, a Delaware limited partnership and subsidiary of the Issuer (“Driftwood Holdings”), entered into an equity capital contribution agreement (the “Contribution Agreement”) with TOTAL, whereby TOTAL agreed to make a \$500 million capital commitment to Driftwood Holdings in exchange for Class A limited partnership interests in Driftwood Holdings. Also on July 10, 2019, in connection with the Contribution Agreement, Mr. Houston entered into Amendment No. 1 (the “Voting Agreement Amendment”) to that certain Voting Agreement, dated January 3, 2017, by

³ This percent of class figure is based on 242,063,899 shares of Common Stock outstanding as of April 26, 2019, as reported in the Issuer’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.

and among the Issuer, Tellurian Investments LLC, a Delaware limited liability company and subsidiary of the Issuer (then known as Tellurian Investments Inc.), TOTAL, Mr. Souki, the Souki Family 2016 Trust and Mr. Houston. Pursuant to the Voting Agreement Amendment, (i) each of Brooke Peterson (who, pursuant to an irrevocable special power of attorney executed by the beneficiaries of the Souki Family 2016 Trust, has the exclusive right to vote the shares of Common Stock held by the Souki Family 2016 Trust) and Messrs. Souki and Houston provided a letter to TOTAL confirming his intent, subject to certain conditions and exceptions, to vote, as a member of the board of directors of the Issuer in favor of a policy to declare and pay a dividend to the holders of Common Stock of a minimum of 50% of the Issuer's available cash and (ii) in the event any of those directors leave the Issuer's board of directors, each of Messrs. Souki and Houston and the Souki Family 2016 Trust would agree to vote their shares of stock of the Issuer, and the Issuer would make commercially reasonable efforts, to elect a successor director who is willing to provide a similar letter to TOTAL.

The foregoing description of the Voting Agreement Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the Voting Agreement Amendment, a copy of which is filed as Exhibit 1 to this Third Amended Schedule 13D and incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 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

Signatures

After reasonable inquiry and to the best knowledge and belief of the undersigned, such person certifies that the information set forth in this Statement with respect to such person is true, complete and correct.

Date: July 22, 2019

Signature: /s/ Daniel Belhumeur
Name: Daniel Belhumeur under power of attorney by Martin Houston
Title: _____

**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,
