

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2021

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-5507



Tellurian Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

06-0842255

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

1201 Louisiana Street, Suite 3100, Houston, TX

(Address of principal executive offices)

77002

(Zip Code)

(832) 962-4000

(Registrant's telephone number, including area code)
Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading symbol</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.01 per share	TELL	NYSE American

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of October 22, 2021, there were 479,005,062 shares of common stock, \$0.01 par value, issued and outstanding.

Tellurian Inc.
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Cautionary Information About Forward-Looking Statements

The information in this report includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements, other than statements of historical facts, that address activity, events, or developments with respect to our financial condition, results of operations, or economic performance that we expect, believe or anticipate will or may occur in the future, or that address plans and objectives of management for future operations, are forward-looking statements. The words “anticipate,” “assume,” “believe,” “budget,” “continue,” “estimate,” “expect,” “forecast,” “initial,” “intend,” “likely,” “may,” “plan,” “potential,” “project,” “proposed,” “should,” “will,” “would” and similar expressions are intended to identify forward-looking statements. These forward-looking statements relate to, among other things:

- our businesses and prospects and our overall strategy;
- planned or estimated capital expenditures;
- our ability to grow our upstream operations;
- availability of liquidity and capital resources;
- our ability to obtain additional financing as needed and the terms of financing transactions, including for the Driftwood Project;
- revenues and expenses;
- progress in developing our projects and the timing of that progress;
- future values of the Company’s projects or other interests, operations or rights; and
- government regulations, including our ability to obtain, and the timing of, necessary governmental permits and approvals.

Our forward-looking statements are based on assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions, expected future developments and other factors that we believe are appropriate under the circumstances. These statements are subject to a number of known and unknown risks and uncertainties, which may cause our actual results and performance to be materially different from any future results or performance expressed or implied by the forward-looking statements. Factors that could cause actual results and performance to differ materially from any future results or performance expressed or implied by the forward-looking statements include, but are not limited to, the following:

- the uncertain nature of demand for and price of natural gas and LNG;
 - risks related to shortages of LNG vessels worldwide;
 - technological innovation which may render our anticipated competitive advantage obsolete;
 - risks related to a terrorist or military incident involving an LNG carrier;
 - changes in legislation and regulations relating to the LNG industry, including environmental laws and regulations that impose significant compliance costs and liabilities;
 - governmental interventions in the LNG industry, including increases in barriers to international trade;
 - uncertainties regarding our ability to maintain sufficient liquidity and attract sufficient capital resources to implement our projects;
 - our limited operating history;
 - our ability to attract and retain key personnel;
 - risks related to doing business in, and having counterparties in, foreign countries;
 - our reliance on the skill and expertise of third-party service providers;
 - the ability of our vendors to meet their contractual obligations;
 - risks and uncertainties inherent in management estimates of future operating results and cash flows;
 - the potential discontinuation of LIBOR;
 - changes in competitive factors, including the development or expansion of LNG, pipeline and other projects that are competitive with ours;
-

- development risks, operational hazards and regulatory approvals;
- our ability to enter into and consummate planned financing and other transactions;
- risks related to pandemics or disease outbreaks;
- risks of potential impairment charges and reductions in our reserves; and
- risks and uncertainties associated with litigation matters.

The forward-looking statements in this report speak as of the date hereof. Although we may from time to time voluntarily update our prior forward-looking statements, we disclaim any commitment to do so except as required by securities laws.

DEFINITIONS

To the extent applicable, and as used in this quarterly report, the terms listed below have the following meanings:

Bcf	Billion cubic feet of natural gas
Bcf/d	Bcf per day
DD&A	Depreciation, depletion and amortization
DES	Delivered ex-ship
DFC	Deferred financing costs
EPC	Engineering, procurement and construction
FID	Final investment decision as it pertains to the Driftwood Project
FOB	Free on board
GAAP	Generally accepted accounting principles in the U.S.
JKM	Platts Japan Korea Marker index price for LNG
LNG	Liquefied natural gas
LSTK	Lump sum turnkey
MMBtu	Million British thermal units
Mtpa	Million tonnes per annum
OTC	Over-the-counter
SEC	U.S. Securities and Exchange Commission
SPA	Sale and purchase agreement
Train	An industrial facility comprised of a series of refrigerant compressor loops used to cool natural gas into LNG
TTF	Platts Dutch Title Transfer Facility index price for LNG
U.S.	United States
USACE	U.S. Army Corps of Engineers

PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts, unaudited)

	September 30, 2021	December 31, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 210,812	\$ 78,297
Accounts receivable	13,056	4,500
Prepaid expenses and other current assets	467	2,105
Total current assets	224,335	84,902
Property, plant and equipment, net	117,118	61,257
Deferred engineering costs	110,025	110,499
Non-current restricted cash	—	3,440
Other non-current assets	32,399	32,897
Total assets	<u>\$ 483,877</u>	<u>\$ 292,995</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 27,861	\$ 23,573
Accounts payable due to related parties	—	910
Accrued and other liabilities	35,203	22,003
Borrowings	—	72,819
Total current liabilities	63,064	119,305
Long-term liabilities:		
Borrowings	—	38,275
Other non-current liabilities	61,612	26,325
Total long-term liabilities	61,612	64,600
Stockholders' equity:		
Preferred stock, \$0.01 par value, 100,000,000 authorized: 6,123,782 and 6,123,782 shares outstanding, respectively	61	61
Common stock, \$0.01 par value, 800,000,000 authorized: 470,813,044 and 354,315,739 shares outstanding, respectively	4,477	3,309
Additional paid-in capital	1,244,500	922,042
Accumulated deficit	(889,837)	(816,322)
Total stockholders' equity	359,201	109,090
Total liabilities and stockholders' equity	<u>\$ 483,877</u>	<u>\$ 292,995</u>

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts, unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Natural gas sales	\$ 15,638	\$ 7,272	\$ 29,922	\$ 21,818
LNG sales	—	6,993	19,776	6,993
Total revenue	15,638	14,265	49,698	28,811
Operating costs and expenses:				
Cost of sales	3,068	9,241	30,841	14,529
Development expenses	8,823	5,799	26,327	26,105
Depreciation, depletion and amortization	3,735	3,474	8,720	14,301
General and administrative expenses	14,528	10,734	47,065	43,342
Impairment charges	—	—	—	81,065
Severance and reorganization charges	—	—	—	6,359
Related party charges	—	—	—	7,357
Total operating costs and expenses	30,154	29,248	112,953	193,058
Loss from operations	(14,516)	(14,983)	(63,255)	(164,247)
Interest expense, net	(968)	(15,973)	(7,689)	(33,564)
Gain on extinguishment of debt, net	—	—	1,422	—
Other (expense) income, net	(448)	1,490	(3,993)	(1,235)
Loss before income taxes	(15,932)	(29,466)	(73,515)	(199,046)
Income taxes	—	—	—	—
Net loss	\$ (15,932)	\$ (29,466)	\$ (73,515)	\$ (199,046)
Net loss per common share⁽¹⁾:				
Basic and diluted	\$ (0.04)	\$ (0.10)	\$ (0.19)	\$ (0.79)
Weighted-average shares outstanding:				
Basic and diluted	427,204	291,409	390,233	252,825

(1) The numerator for both basic and diluted loss per share is net loss. The denominator for both basic and diluted loss per share is the weighted-average shares outstanding during the period.

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands, unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Total shareholders' equity, beginning balance	\$ 247,019	\$ 75,913	\$ 109,090	\$ 166,285
Preferred stock	\$ 61	\$ 61	\$ 61	\$ 61
Common stock:				
Beginning balance	4,048	2,627	3,309	2,211
Common stock issuances	428	371	1,066	567
Share-based compensation, net ⁽¹⁾	1	23	42	33
Severance and reorganization charges	—	15	—	22
Settlement of Final Payment Fee	—	—	—	110
Borrowings principal repayment	—	—	—	93
Warrant exercises	—	—	60	—
Ending balance	4,477	3,036	4,477	3,036
Additional paid-in capital:				
Beginning balance	\$ 1,116,815	\$ 848,431	\$ 922,042	\$ 769,639
Common stock issuances	126,313	34,483	308,039	70,327
Share-based compensation, net ⁽¹⁾	1,372	3,299	6,520	5,619
Severance and reorganization charges	—	1,890	—	2,667
Share-based payments	—	113	—	337
Settlement of Final Payment Fee	—	—	—	9,036
Warrants issued in connection with Borrowings	—	—	—	16,896
Borrowings principal repayment	—	—	—	13,695
Warrant exercises	—	—	8,117	—
Warrant cancellation	—	—	(218)	—
Ending balance	\$ 1,244,500	\$ 888,216	\$ 1,244,500	\$ 888,216
Accumulated deficit:				
Beginning balance	\$ (873,905)	\$ (775,206)	\$ (816,322)	\$ (605,626)
Net loss	(15,932)	(29,466)	(73,515)	(199,046)
Ending balance	\$ (889,837)	\$ (804,672)	\$ (889,837)	\$ (804,672)
Total shareholders' equity, ending balance	\$ 359,201	\$ 86,641	\$ 359,201	\$ 86,641

⁽¹⁾ Includes settlement of 2019 bonus that was accrued for in 2019.

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

TELLURIAN INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, unaudited)

	Nine Months Ended September 30,	
	2021	2020
Cash flows from operating activities:		
Net loss	\$ (73,515)	\$ (199,046)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation, depletion and amortization	8,720	14,301
Amortization of debt issuance costs, discounts and fees	3,061	22,467
Share-based compensation	4,577	2,184
Severance and reorganization charges	—	2,689
Share-based payments	—	338
Interest elected to be paid-in-kind	508	2,431
Loss on financial instruments not designated as hedges	927	4,624
Impairment charges	—	81,065
Net gain on extinguishment of debt	(1,422)	—
Other	800	485
Net changes in working capital (Note 15)	17,174	11,728
Net cash used in operating activities	<u>(39,170)</u>	<u>(56,734)</u>
Cash flows from investing activities:		
Development of natural gas properties	(23,416)	(389)
Purchase of property, plant and equipment	(1,000)	—
Net cash used in investing activities	<u>(24,416)</u>	<u>(389)</u>
Cash flows from financing activities:		
Proceeds from common stock issuances	319,998	73,986
Equity issuance costs	(10,893)	(3,091)
Borrowing proceeds	—	50,000
Borrowing issuance costs	—	(2,612)
Borrowing principal repayments	(119,725)	(45,600)
Tax payments for net share settlement of equity awards (Note 15)	(3,064)	(878)
Proceeds from warrant exercises	8,177	—
Other	(1,833)	(1,776)
Net cash provided by financing activities	<u>192,660</u>	<u>70,029</u>
Net increase in cash, cash equivalents and restricted cash	129,074	12,906
Cash, cash equivalents and restricted cash, beginning of period	81,738	68,482
Cash, cash equivalents and restricted cash, end of period	<u>\$ 210,812</u>	<u>\$ 81,388</u>
Supplementary disclosure of cash flow information:		
Interest paid	\$ 3,299	\$ 7,956

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 1 — GENERAL

The terms “we,” “our,” “us,” “Tellurian” and the “Company” as used in this report refer collectively to Tellurian Inc. and its subsidiaries unless the context suggests otherwise. These terms are used for convenience only and are not intended as a precise description of any separate legal entity associated with Tellurian Inc.

Nature of Operations

We plan to develop, own and operate a global natural gas business and to deliver natural gas to customers worldwide. Tellurian is developing a portfolio of natural gas, LNG marketing, and infrastructure assets that includes an LNG terminal facility (the “Driftwood terminal”), an associated pipeline (the “Driftwood pipeline”), other related pipelines, and upstream natural gas assets. The Driftwood terminal and the Driftwood pipeline are collectively referred to as the “Driftwood Project”.

Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with GAAP for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, certain notes and other information have been condensed or omitted. The accompanying interim financial statements reflect all normal recurring adjustments that are, in the opinion of management, necessary for the fair presentation of our Condensed Consolidated Financial Statements. These interim financial statements should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2020.

Certain reclassifications have been made to conform prior period information to the current presentation. The reclassifications did not have a material effect on our consolidated financial position, results of operations or cash flows.

Liquidity

Our Condensed Consolidated Financial Statements were prepared in accordance with GAAP, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business as well as the Company’s ability to continue as a going concern. As of the date of the Condensed Consolidated Financial Statements, we have generated losses and negative cash flows from operations, and have an accumulated deficit. We have not yet established an ongoing source of revenues sufficient to satisfy our obligations and fund working capital needs.

The Company has sufficient cash on hand and available liquidity to satisfy its obligations and fund its working capital needs for at least twelve months following the date of issuance of the condensed consolidated financial statements. The Company has the ability to generate additional proceeds from various other potential financing transactions, such as issuances of equity, equity-linked and debt securities, or similar transactions to fund our obligations and working capital needs.

Use of Estimates

To conform with GAAP, we make estimates and assumptions that affect the amounts reported in our Condensed Consolidated Financial Statements and the accompanying notes. Although these estimates and assumptions are based on our best available knowledge at the time, actual results may differ.

NOTE 2 — PREPAID EXPENSES AND OTHER CURRENT ASSETS

The components of prepaid expenses and other current assets consist of the following (in thousands):

	September 30, 2021	December 31, 2020
Prepaid expenses	\$ 280	\$ 1,156
Deposits	150	100
Derivative asset	—	843
Other current assets	37	6
Total prepaid expenses and other current assets	\$ 467	\$ 2,105

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 3 — PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment is comprised of fixed assets, proved oil and natural gas properties and financing leases, as shown below (in thousands):

	September 30, 2021	December 31, 2020
Land and land improvement	\$ 15,284	\$ 13,808
Proved properties	76,406	62,227
Wells in progress	11,200	492
Corporate and other	3,476	3,476
Total property, plant and equipment at cost	106,366	80,003
Accumulated DD&A	(47,424)	(38,764)
Right of use asset — financing leases	58,176	20,018
Total property, plant and equipment, net	\$ 117,118	\$ 61,257

Land

We own land in Louisiana for the purpose of constructing the Driftwood terminal.

NOTE 4 — DEFERRED ENGINEERING COSTS

Deferred engineering costs of approximately \$110.0 million represent detailed engineering services related to the planned construction of the Driftwood terminal as of September 30, 2021. The balance in this account will be transferred to construction in progress upon reaching an affirmative FID by the Company's Board of Directors.

NOTE 5 — OTHER NON-CURRENT ASSETS

Other non-current assets consist of the following (in thousands):

	September 30, 2021	December 31, 2020
Land lease and purchase options	\$ 6,363	\$ 5,831
Permitting costs	13,497	13,092
Right of use asset — operating leases	10,610	11,884
Other	1,929	2,090
Total other non-current assets	\$ 32,399	\$ 32,897

Land Lease and Purchase Options

We hold lease and purchase option agreements (the "Options") for certain tracts of land and associated river frontage. Upon exercise of the Options, the leases are subject to maximum terms of 50 years (inclusive of various renewals, at the option of the Company). Costs of the Options will be amortized over the life of the lease once obtained, or capitalized into the cost of land if purchased.

Permitting Costs

Permitting costs primarily represent the purchase of wetland credits in connection with our permit application to the USACE in 2017 and 2018. These wetland credits will be applied to our permit in accordance with the Clean Water Act and the Rivers and Harbors Act, which may require us to mitigate the potential impact to Louisiana wetlands that might be caused by the construction of the Driftwood Project. In May 2019, we received the USACE permit. The permitting costs will be transferred to construction in progress upon reaching an affirmative FID by the Company's Board of Directors.

NOTE 6 — FINANCIAL INSTRUMENTS

As part of entering into the 2018 Term Loan, which was repaid in full in April 2021, we were required to enter into and maintain certain hedging transactions. As a result, we used derivative financial instruments, namely OTC commodity swap instruments ("commodity swaps"), to maintain compliance with that covenant.

Commodity swap agreements involve payments to or receipts from counterparties based on the differential between two prices for the commodity and include basis swaps to protect earnings from undue exposure to the risk of geographic disparities in commodity prices. The fair value of our commodity swaps was classified as Level 2 in the fair value hierarchy and was based on standard industry income approach models that use significant observable inputs, including but not limited to

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

New York Mercantile Exchange (NYMEX) natural gas forward curves and basis forward curves, all of which were validated against external sources at least monthly.

We recognized all derivative instruments as either assets or liabilities at fair value on a net basis as they were with a single counterparty and subject to a master netting arrangement. In April 2021, we net settled our derivative instruments when we voluntarily repaid the 2018 Term Loan in full.

We did not apply hedge accounting for our commodity swaps; therefore, all changes in the fair value of our derivative instruments were recognized within Other (expenses) income, net, in the Condensed Consolidated Statements of Operations. For the nine months ended September 30, 2021, we recognized a realized loss of approximately \$1.2 million in our Condensed Consolidated Statements of Operations. Derivative contracts which result in physical delivery of a commodity expected to be used or sold by the Company in the normal course of business are designated as normal purchases and sales and are exempt from derivative accounting. OTC arrangements require settlement in cash. Settlements of commodity derivative instruments are reported as a component of cash flows from operations in the Condensed Consolidated Statements of Cash Flows.

NOTE 7 — RELATED PARTY TRANSACTIONS

In conjunction with the dismissal of prior litigation, we agreed to reimburse the Vice Chairman of our Board of Directors, Martin Houston, for reasonable attorneys' fees and expenses he incurred during the litigation. As of September 30, 2021, all amounts owed to Mr. Houston were fully settled.

NOTE 8 — ACCRUED AND OTHER LIABILITIES

The components of accrued and other liabilities consist of the following (in thousands):

	<u>September 30, 2021</u>	<u>December 31, 2020</u>
Project development activities	\$ 11,380	\$ 3,228
Payroll and compensation	15,512	9,454
Accrued taxes	1,047	1,057
Professional services (e.g., legal, audit)	2,764	1,004
Warrant liabilities	—	3,774
Lease liabilities	2,287	1,950
Other	2,213	1,536
Total accrued and other liabilities	<u>\$ 35,203</u>	<u>\$ 22,003</u>

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 9 — BORROWINGS

The following tables summarize the Company's borrowings as of September 30, 2021, and December 31, 2020 (in thousands):

	September 30, 2021		
	Principal repayment obligation	Unamortized DFC and discounts	Carrying value
2018 Term Loan, due September 2021	\$ —	\$ —	\$ —
2019 Term Loan, due March 2022	—	—	—
2020 Unsecured Note	—	—	—
Total borrowings	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

	December 31, 2020		
	Principal repayment obligation	Unamortized DFC and discounts	Carrying value
2018 Term Loan, due September 2021	\$ 60,000	\$ (805)	\$ 59,195
2019 Term Loan, due March 2022 ^(a)	43,217	(4,942)	38,275
2020 Unsecured Note	16,000	(2,376)	13,624
Total borrowings	<u>\$ 119,217</u>	<u>\$ (8,123)</u>	<u>\$ 111,094</u>

(a) Includes paid-in-kind interest on the 2019 Term Loan of \$3.3 million.

Full Repayment of the Company's Borrowing Obligations

Over the course of the current year, we voluntarily repaid all borrowing obligations that were outstanding under the 2018 Term Loan, 2019 Term Loan, and 2020 Unsecured Note. As of September 30, 2021, our total borrowing obligation was zero.

Trade Finance Credit Line

On July 19, 2021, we entered into an uncommitted trade finance credit line for up to \$0.0 million that is intended to finance the purchase and sale of LNG cargoes for ultimate resale in the normal course of business. As of the period ended September 30, 2021, no amounts have been drawn.

NOTE 10 — COMMITMENTS AND CONTINGENCIES

LNG Purchases

In connection with our LNG trading activities, we have previously entered into agreements with unrelated third-party LNG merchants pursuant to which we are obligated to purchase one cargo of LNG per quarter through October 2022 at a price based on then-prevailing JKM prices. The volume of each cargo is expected to range from 3.3 to 3.6 million MMBtu, and each cargo will be purchased under DES terms.

NOTE 11 — STOCKHOLDERS' EQUITY

Common Stock Issuance

On August 6, 2021, we sold 35.0 million shares of our common stock in an underwritten public offering at a price of \$0.00 per share. Net proceeds from this offering, after deducting fees and expenses, were approximately \$100.8 million. The underwriters were granted an option to purchase up to an additional 5.3 million shares of common stock within 30 days. On August 31, 2021, the underwriters exercised this option, which generated net proceeds, after deducting fees, of approximately \$5.1 million.

At-the-Market Program

We maintain an at-the-market equity offering program pursuant to which we may sell shares of our common stock from time to time. For the nine months ended September 30, 2021, we issued 66.4 million shares of our common stock under our at-the-market program for net proceeds of approximately \$93.3 million. As of September 30, 2021, we had remaining availability under the at-the-market program to raise aggregate gross sales proceeds of up to approximately \$334.6 million.

Common Stock Purchase Warrants

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

2019 Term Loan

During the first quarter of 2021, the lender under the 2019 Term Loan purchased approximately 6.0 million shares of our common stock pursuant to the exercise of warrants for total proceeds of approximately \$8.2 million. On March 12, 2021, we repaid the 2019 Term Loan in full and the lender no longer holds any warrants.

2020 Unsecured Note

In conjunction with the issuance of the 2020 Unsecured Note, we issued a warrant providing the lender with the right to purchase up to 20.0 million shares of our common stock at \$1.542 per share (the "2020 Warrant"). The 2020 Warrant vested immediately and will expire in October 2025. The 2020 Warrant has been excluded from the computation of diluted loss per share because including it would have been antidilutive for the periods presented.

Preferred Stock

In March 2018, we entered into a preferred stock purchase agreement with BDC Oil and Gas Holdings, LLC ("Bechtel Holdings"), a Delaware limited liability company and an affiliate of Bechtel Oil, Gas and Chemicals, Inc., a Delaware corporation, pursuant to which we sold to Bechtel Holdings approximately 6.1 million shares of our Series C convertible preferred stock (the "Preferred Stock").

The holders of the Preferred Stock do not have dividend rights but do have a liquidation preference over holders of our common stock. The holders of the Preferred Stock may convert all or any portion of their shares into shares of our common stock on a one-for-one basis. At any time after "Substantial Completion" of "Project 1," each as defined in and pursuant to the LSTK EPC Agreement for the Driftwood LNG Phase 1 Liquefaction Facility, dated as of November 10, 2017, or at any time after March 21, 2028, we have the right to cause all of the Preferred Stock to be converted into shares of our common stock on a one-for-one basis. The Preferred Stock has been excluded from the computation of diluted loss per share because including it in the computation would have been antidilutive for the periods presented.

NOTE 12 — SHARE-BASED COMPENSATION

We have granted restricted stock and restricted stock units (collectively, "Restricted Stock"), as well as unrestricted stock and stock options, to employees, directors and outside consultants (collectively, the "grantees") under the Tellurian Inc. 2016 Omnibus Incentive Compensation Plan, as amended (the "2016 Plan"), and the Amended and Restated Tellurian Investments Inc. 2016 Omnibus Incentive Plan (the "Legacy Plan"). The maximum number of shares of Tellurian common stock authorized for issuance under the 2016 Plan is 40 million shares of common stock, and no further awards can be granted under the Legacy Plan.

Upon the vesting of restricted stock, shares of common stock will be released to the grantee. Upon the vesting of restricted stock units, the units will be converted into either cash, stock, or a combination thereof.

As of September 30, 2021, we had approximately 30.2 million shares of performance-based Restricted Stock outstanding, of which approximately 19.2 million shares will vest entirely at FID, as defined in the award agreements, and approximately 10.2 million shares will vest in one-third increments at FID and the first and second anniversaries of FID. The remaining shares of Restricted Stock, totaling approximately 0.8 million shares, will vest based on other criteria. As of September 30, 2021, no expense had been recognized in connection with performance-based Restricted Stock.

For the three and nine months ended September 30, 2021, the recognized share-based compensation expenses related to all share-based awards totaled approximately \$1.5 million and \$4.6 million, respectively. As of September 30, 2021, unrecognized compensation expenses, based on the grant date fair value, for all share-based awards totaled approximately \$200.5 million. Further, the approximately 30.2 million shares of Restricted Stock, as well as approximately 11.1 million stock options outstanding, have been excluded from the computation of diluted loss per share because including them in the computation would have been antidilutive for the periods presented.

NOTE 13 — INCOME TAXES

Due to our cumulative loss position, historical net operating losses ("NOLs"), and other available evidence related to our ability to generate taxable income, we have recorded a full valuation allowance against our net deferred tax assets as of September 30, 2021 and December 31, 2020. Accordingly, we have not recorded a provision for federal, state or foreign income taxes during the three and nine months ended September 30, 2021.

We experienced ownership changes as defined by Internal Revenue Code ("IRC") Section 382 in 2017, and an analysis of the annual limitation on the utilization of our NOLs was performed at that time. It was determined that IRC Section 382 will not limit the use of our NOLs over the carryover period. We will continue to monitor trading activity in our shares that may cause an additional ownership change, which may ultimately affect our ability to fully utilize our existing NOL carryforwards.

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 14 — LEASES

Financing Leases

Our land leases are classified as financing leases and include one or more options to extend the lease term for up to 40 years, as well as to terminate the lease within five years, at our sole discretion. We are reasonably certain that those options will be exercised, and that our termination rights will not be exercised, and we have, therefore, included those assumptions within our right of use assets and corresponding lease liabilities. As of September 30, 2021, the weighted-average remaining lease term for our financing leases was approximately fifty years. As none of our financing leases provide an implicit rate, we have determined our own discount rate, which, on a weighted-average basis was approximately 9% at September 30, 2021.

As of September 30, 2021, our financing leases had a right of use asset of approximately \$8.2 million, which is recognized within Property, plant and equipment, net, and a corresponding lease liability of approximately \$50.3 million, most of which is recognized within Other non-current liabilities. For the three and nine months ended September 30, 2021 and 2020, our financing lease costs, which are associated with the interest on our lease liabilities, were approximately \$1.0 million and \$0.5 million, respectively, and \$1.9 million and \$1.2 million, respectively. For the nine months ended September 30, 2021, we paid approximately \$1.0 million in required finance lease payments which are presented within the operating section of the Condensed Consolidated Statements of Cash Flows. For each of the nine months ended September 30, 2021 and 2020, we paid approximate \$1.8 million, in required financing lease payments which are presented within the financing section of the Condensed Consolidated Statements of Cash Flows.

Operating Leases

Our office space leases are classified as operating leases and include one or more options to extend the lease term for up to 10 years, at our sole discretion. As we are not reasonably certain that those options will be exercised, none are recognized as part of our right of use assets and lease liabilities. As of September 30, 2021, our weighted-average remaining lease term for our operating leases was approximately five years. As none of our operating leases provide an implicit rate, we have determined our own discount rate, which, on a weighted-average basis at September 30, 2021, was approximately 8%.

As of September 30, 2021, our operating leases had a corresponding right of use asset of approximately \$0.6 million, which is recognized within Other non-current assets, and a total lease liability of approximately \$12.2 million which is recognized within Accrued and other liabilities (approximately \$2.1 million) and Other non-current liabilities (approximately \$10.1 million). For the three and nine months ended September 30, 2021 and 2020, our operating lease costs were \$0.7 million and \$0.7 million, respectively, and \$2.1 million and \$2.1 million, respectively. For the nine months ended September 30, 2021 and 2020, we paid approximately \$2.1 million and \$2.1 million, respectively, in required operating lease payments, which are presented within the operating section of the Condensed Consolidated Statements of Cash Flows.

The table below presents a maturity analysis of our lease liability on an undiscounted basis and reconciles those amounts to the present value of the lease liability as of September 30, 2021 (in thousands):

Maturity of lease liability	Operating Leases	Financing Leases
2021	\$ 745	\$ 1,028
2022	3,006	4,111
2023	3,044	4,111
2024	3,081	4,111
2025	3,119	4,111
Thereafter	1,860	186,333
Total lease payments	\$ 14,855	\$ 203,805
Less: discount	2,641	153,477
Present value of lease liability	\$ 12,214	\$ 50,328

NOTE 15 — ADDITIONAL CASH FLOW INFORMATION

The following table provides information regarding the net changes in working capital (in thousands):

Tellurian Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

	Nine Months Ended September 30,	
	2021	2020
Accounts receivable	\$ (8,556)	\$ 1,991
Prepaid expenses and other current assets	412	6,995
Accounts payable	4,288	(25)
Accounts payable due to related parties	(910)	1,360
Accrued liabilities	23,030	3,155
Other, net	(1,090)	(1,748)
Net changes in working capital	<u>\$ 17,174</u>	<u>\$ 11,728</u>

The following table provides supplemental disclosure of cash flow information (in thousands):

	Nine Months Ended September 30,	
	2021	2020
Non-cash accruals of property, plant and equipment and other non-current assets	\$ 38,509	\$ 7,955
Non-cash settlement of withholding taxes associated with the 2019 bonus and vesting of certain awards	3,064	878
Non-cash settlement of the 2019 bonus	5,430	4,344
Non-cash settlement of Final Payment Fee	—	8,539

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Condensed Consolidated Balance Sheets that sum to the total of such amounts shown in the Condensed Consolidated Statements of Cash Flows (in thousands):

	Nine Months Ended September 30,	
	2021	2020
Cash and cash equivalents	\$ 210,812	\$ 77,947
Non-current restricted cash	—	3,441
Total cash, cash equivalents and restricted cash shown in the statements of cash flows	<u>\$ 210,812</u>	<u>\$ 81,388</u>

NOTE 16 — SUBSEQUENT EVENTS

Subsequent to September 30, 2021, and through the date of this filing, we issued approximately 8.2 million shares of common stock under our at-the-market equity offering program for net proceeds of approximately \$29.0 million. As of October 22, 2021, we have remaining capacity under our at-the-market program to raise aggregate gross sales proceeds of approximately \$304.7 million.

Effective November 2, 2021, the listing of our common stock was transferred from the Nasdaq Capital Market to the NYSE American. The stock continues to trade under the symbol “TELL”.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

The following discussion and analysis presents management's view of our business, financial condition and overall performance and should be read in conjunction with our Condensed Consolidated Financial Statements and the accompanying notes. This information is intended to provide investors with an understanding of our past development activities, current financial condition and outlook for the future organized as follows:

- Our Business
- Overview of Significant Events
- Liquidity and Capital Resources
- Capital Development Activities
- Results of Operations
- Recent Accounting Standards

Our Business

Tellurian Inc. ("Tellurian," "we," "us," "our," or the "Company") intends to create value for shareholders by building a low-cost, global natural gas business, profitably delivering natural gas to customers worldwide (the "Business"). We are developing a portfolio of natural gas, LNG marketing, and infrastructure assets that includes an LNG terminal facility (the "Driftwood terminal"), an associated pipeline (the "Driftwood pipeline"), other related pipelines, and upstream natural gas assets. The Driftwood terminal and the Driftwood pipeline are collectively referred to as the "Driftwood Project". Our existing upstream natural gas assets consist of 9,750 net acres and interests in 74 producing wells located in the Haynesville Shale trend of northern Louisiana. Our Business may be developed in phases.

As part of our execution strategy, we will consider partnering with third parties across the natural gas value chain. We are also pursuing activities such as direct sales of LNG to global counterparties, the acquisition of additional upstream acreage, the drilling of new wells on our existing or newly acquired upstream acreage and trading LNG. As discussed in "Overview of Significant Events – LNG Sale and Purchase Agreements" below, we entered into four LNG SPAs with three unrelated purchasers, completing the planned sales for plants one and two of the Driftwood terminal ("Phase 1"). We are currently focused on securing financing for the construction of Phase 1.

We continue to evaluate, and discuss with potential partners, the scope and other aspects of our Business in light of the evolving economic environment, needs of potential partners and other factors. How we execute our Business will be based on a variety of factors, including the results of our continuing analysis, changing business conditions and market feedback.

Overview of Significant Events

LNG Sale and Purchase Agreements

Subsequent to entering into LNG SPAs with Gunvor Singapore Pte Ltd and Vitol Inc. for the purchase of a total of 6.0 Mtpa during the second quarter of this year, on July 29, 2021, Driftwood LNG LLC, a wholly owned subsidiary of the Company, has entered into two LNG SPAs with Shell NA LNG LLC ("Shell") for the purchase of 3.0 Mtpa at a price that will be based on the JKM index price or the TTF futures contract price, in each case minus a transportation netback. Each LNG SPA has a ten-year term from the date of first commercial delivery from the Driftwood terminal.

Public Equity Offering

On August 6, 2021, we sold 35.0 million shares of our common stock in an underwritten public offering at a price of \$3.00 per share. Net proceeds from this offering, after deducting fees and expenses, were approximately \$100.8 million. The underwriters were granted an option to purchase up to an additional 5.3 million shares of common stock within 30 days. On August 31, 2021, the underwriters exercised this option, which generated net proceeds, after deducting fees, of approximately \$15.1 million.

Liquidity and Capital Resources

Capital Resources

We consider all highly liquid investments with an original maturity of three months or less to be cash equivalents. We are currently funding our operations, development activities and general working capital needs through our cash on hand. Our current capital resources consist of approximately \$210.8 million of cash and cash equivalents as of September 30, 2021. We currently maintain an at-the-market equity offering program under which, as of the date of this filing, we have remaining

Tellurian Inc. and Subsidiaries
Management's Discussion and Analysis of Financial Condition and Results of Operations

availability to raise aggregate gross sales proceeds of approximately \$304.7 million. Since January 1, 2021, and through October 22, 2021, we have sold approximately 74.6 million shares of common stock under our at-the-market program for net proceeds of approximately \$222.3 million.

As of September 30, 2021, we had contractual obligations associated with our financing and operating leases totaling \$218.7 million, of which \$7.1 million is scheduled to be paid within the next twelve months.

In connection with our LNG trading activities, we have previously entered into agreements with unrelated third-party LNG merchants pursuant to which we are obligated to purchase one cargo of LNG per quarter through October 2022 at a price based on then-prevailing JKM prices. We may be required to use cash on hand as well as trade financing arrangements to finance the purchase of these cargoes.

The Company has sufficient cash on hand and available liquidity to satisfy its obligations and fund its working capital needs for at least twelve months following the date of issuance of the condensed consolidated financial statements. The Company has the ability to generate additional proceeds from various other potential financing transactions, such as issuances of equity, equity-linked and debt securities, or similar transactions to fund our obligations and working capital needs.

Sources and Uses of Cash

The following table summarizes the sources and uses of our cash and cash equivalents and costs and expenses for the periods presented (in thousands):

	Nine Months Ended September 30,	
	2021	2020
Cash used in operating activities	\$ (39,170)	\$ (56,734)
Cash used in investing activities	(24,416)	(389)
Cash provided by financing activities	192,660	70,029
Net increase in cash, cash equivalents and restricted cash	129,074	12,906
Cash, cash equivalents and restricted cash, beginning of the period	81,738	68,482
Cash, cash equivalents and restricted cash, end of the period	<u>\$ 210,812</u>	<u>\$ 81,388</u>
Net working capital	<u>\$ 161,271</u>	<u>\$ (58,741)</u>

Cash used in operating activities for the nine months ended September 30, 2021 decreased by approximately \$17.6 million compared to the same period in 2020 due to an overall decrease in disbursements as a result of the reorganization in the first quarter of 2020.

Cash used in investing activities for the nine months ended September 30, 2021 increased by approximately \$24.0 million compared to the same period in 2020. This increase is predominantly driven by increased natural gas development activities.

Cash provided by financing activities for the nine months ended September 30, 2021 increased by approximately \$122.6 million compared to the same period in 2020. This increase primarily relates to the following:

- Increase of approximately \$246.4 million in net proceeds from equity issuances and warrant exercises.
- Decrease of approximately \$47.4 million in net borrowings proceeds due to the absence of these activities during the current period.
- Increase of approximately \$74.1 million in principal repayments of our borrowings compared to the prior period.

See Note 11, *Stockholders' Equity*, of our Notes to the Condensed Consolidated Financial Statements for further information about our financing activities.

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Capital Development Activities

The activities we have proposed will require significant amounts of capital and are subject to risks and delays in completion. We received all major regulatory approvals for the construction of Phase 1 and, as a result, our business success will depend to a significant extent upon our ability to obtain the funding necessary to construct assets on a commercially viable basis and to finance the costs of staffing, operating and expanding our company during that process. We have initiated certain owner construction activities.

We currently estimate the total cost of the Driftwood Project as well as related pipelines and upstream natural gas assets to be approximately \$25.0 billion including owners' costs, transaction costs and contingencies but excluding interest costs incurred during construction and other financing costs. We have entered into four LSTK EPC agreements currently totaling \$15.5 billion, or \$561 per tonne, with Bechtel Oil, Gas and Chemicals, Inc. ("Bechtel") for construction of the Driftwood terminal. The proposed Driftwood terminal will have a liquefaction capacity of up to approximately 27.6 Mtpa and will be situated on approximately 1,000 acres in Calcasieu Parish, Louisiana. The proposed Driftwood terminal will include up to 20 liquefaction Trains, three full containment LNG storage tanks and three marine berths.

In addition, part of our strategy involves acquiring additional natural gas properties, including properties in the Haynesville shale trend. We intend to pursue potential acquisitions of such assets, or public or private companies that own such assets. We would expect to use stock, cash on hand, or cash raised in financing transactions to complete an acquisition of this type.

We anticipate funding our more immediate liquidity requirements relative to the detailed engineering work and other developmental costs, natural gas development costs, and general and administrative costs through the use of cash on hand, proceeds from operations, and proceeds from completed and future issuances of securities by us. Consistent with our overall financing strategy, the Company has considered, and in some cases discussed with investors, various potential financing transactions, including issuances of debt, equity and equity-linked securities or similar transactions, to support its short- and medium-term capital requirements. The Company will continue to evaluate its cash needs and business outlook, and it may execute one or more transactions of this type in the future.

We currently expect that our long-term capital requirements will be financed by proceeds from future debt, equity and/or equity-linked transactions.

Results of Operations

The following table summarizes revenue, costs and expenses for the periods presented (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Total revenue	\$ 15,638	\$ 14,265	\$ 49,698	\$ 28,811
Cost of sales	3,068	9,241	30,841	14,529
Development expenses	8,823	5,799	26,327	26,105
Depreciation, depletion and amortization	3,735	3,474	8,720	14,301
General and administrative expenses	14,528	10,734	47,065	43,342
Impairment charge	—	—	—	81,065
Severance and reorganization charges	—	—	—	6,359
Related party charges	—	—	—	7,357
Loss from operations	(14,516)	(14,983)	(63,255)	(164,247)
Interest expense, net	(968)	(15,973)	(7,689)	(33,564)
Gain on extinguishment of debt, net	—	—	1,422	—
Other (expense) income, net	(448)	1,490	(3,993)	(1,235)
Income tax benefit	—	—	—	—
Net loss	\$ (15,932)	\$ (29,466)	\$ (73,515)	\$ (199,046)

Our consolidated net loss was approximately \$15.9 million for the three months ended September 30, 2021, compared to a net loss of approximately \$29.5 million during the same period in 2020. The decrease in net loss of approximately \$13.5 million is primarily a result of the following:

- Decrease of approximately \$15.0 million in interest expense due to the decline in interest charges associated with our borrowing obligations, which were fully repaid during 2021.

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Management's Discussion and Analysis of Financial Condition and Results of Operations

- Decrease of \$6.2 million in cost of sales primarily because we did not execute any purchases and sales of LNG cargos during the current period.

The decreases were partially offset by an approximately \$6.8 million increase in General and administrative and Development expenses as a result of an increase in spending activities primarily associated with the Driftwood Project.

Our consolidated net loss was approximately \$73.5 million for the nine months ended September 30, 2021, compared to a net loss of approximately \$199.0 million during the same period in 2020. The decrease in net loss of approximately \$125.5 million is primarily a result of the following:

- Absence of upstream impairment charges, severance and reorganization costs, and related party expenses of approximately \$81.1 million, \$6.4 million, and \$7.4 million respectively, that were incurred during 2020.
- Decrease of approximately \$25.9 million in interest expense due to the decline in interest charges associated with our borrowing obligations, which were fully repaid during 2021.
- Decrease of approximately \$5.6 million in DD&A due to the lower net book value utilized in the calculation as a result of the impairment charge that occurred during the prior period.

The increases of approximately \$20.9 million in total revenues and \$16.3 million in cost of sales were primarily related to the purchase and sale of an LNG cargo in April 2021.

Recent Accounting Standards

We do not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on our Condensed Consolidated Financial Statements or related disclosures.

Critical Accounting Estimates

There were no changes made by management to the critical accounting policies in the nine months ended September 30, 2021. Please refer to the Summary of Critical Accounting Estimates section within MD&A and Note 1 to the consolidated financial statements of our Annual Report on Form 10-K for the year ended December 31, 2020 for a discussion of our critical accounting estimates and accounting policies.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We do not believe that we hold, or are party to, instruments that are subject to market risks that are material to our Business.

ITEM 4. CONTROLS AND PROCEDURES

As indicated in the certifications in Exhibits 31.1 and 31.2 to this report, our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of September 30, 2021. Based on that evaluation, these officers have concluded that our disclosure controls and procedures are effective in ensuring that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to them in a manner that allows for timely decisions regarding required disclosures and are effective in ensuring that such information is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. There were no changes during our last fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed in Part I, Item 1A, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, as amended.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Recent Sales of Unregistered Securities

None that occurred during the three months ended September 30, 2021.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None that occurred during the three months ended September 30, 2021.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1††‡	LNG Sale and Purchase Agreement 1 by and between Driftwood LNG LLC and Shell NA LNG LLC, dated as of July 29, 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 29, 2021)
10.2††‡	LNG Sale and Purchase Agreement 2 by and between Driftwood LNG LLC and Shell NA LNG LLC, dated as of July 29, 2021 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on July 29, 2021)
10.3††	Executive Chairman Employment Agreement, effective as of October 1, 2021, by and between Tellurian Inc. and Charif Souki (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 4, 2021)
10.4††	President and Chief Executive Officer Employment Agreement, effective as of October 1, 2021, by and between Tellurian Inc. and Octávio Simões (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on October 4, 2021)
10.5†*	Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated Tellurian Inc. 2016 Omnibus Incentive Compensation Plan (U.S. Selected Senior Management) (Milestone-Based Vesting)
31.1*	Certification by Chief Executive Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act
31.2*	Certification by Chief Financial Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act
32.1**	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, formatted in Inline XBRL

* Filed herewith.

** Furnished herewith.

† Management contract or compensatory plan or arrangement.

†† Portions of this exhibit have been omitted in accordance with Item 601(b)(2) or 601(b)(10) of Regulation S-K. The omitted information is not material and would likely cause competitive harm to the registrant if publicly disclosed. The registrant hereby agrees to furnish supplementally an unredacted copy of this exhibit to the Securities and Exchange Commission upon request.

‡ Certain schedules or similar attachments to this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The registrant hereby agrees to furnish supplementally to the Securities and Exchange Commission upon request a copy of any omitted schedule or attachment to this exhibit.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TELLURIAN INC.

Date: November 3, 2021 By: /s/ L. Kian Granmayeh
L. Kian Granmayeh
Chief Financial Officer
(as Principal Financial Officer)
Tellurian Inc.

Date: November 3, 2021 By: /s/ Khaled A. Sharafeldin
Khaled A. Sharafeldin
Chief Accounting Officer
(as Principal Accounting Officer)
Tellurian Inc.

TELLURIAN INC.

RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE
TELLURIAN INC.
AMENDED AND RESTATED 2016 OMNIBUS INCENTIVE COMPENSATION PLAN

This RESTRICTED STOCK UNIT AGREEMENT (“**Agreement**”) is effective as of [_____] [], 20[21] (the “**Grant Date**”), between Tellurian Inc., a Delaware corporation (the “**Company**”), and [INSERT NAME] (the “**Participant**”).

Terms and Conditions

The Participant is hereby granted as of the Grant Date, pursuant to the Amended and Restated Tellurian Inc. 2016 Omnibus Incentive Compensation Plan (as it may be amended and/or restated from time to time, the “**Plan**”), in order to retain and reward the Participant, and incentivize the Participant to promote strong Company performance, and for other good and valuable consideration, the number of Restricted Stock Units in respect of shares of the Company’s Common Stock set forth in Section 1 below. Except as otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. A copy of the Plan and the prospectus with regard to the shares under an effective registration on Form S-8 have been delivered or made available to the Participant. By signing and returning this Agreement, the Participant acknowledges having received and read a copy of the Plan and the prospectus and agrees to comply with the Plan, this Agreement and all applicable laws and regulations.

Accordingly, the parties hereto agree as follows:

I. **Grant of Restricted Stock Units.** Subject in all respects to the Plan and the terms and conditions set forth herein and therein, effective as of the Grant Date, the Company hereby grants to the Participant an award consisting of [_____] restricted stock units (the “**Restricted Stock Units**”) in respect of shares of its Common Stock (“**Shares**”). Such Restricted Stock Units are subject to certain vesting restrictions set forth in Section 2 hereof and, to the extent vested, shall be settled in Shares, cash or a combination thereof, as determined pursuant to Section 3 hereof.

II. **Restricted Stock Units.**

(a) **Rights as a Holder of Restricted Stock Units.** The Company shall record in its books and records the number of Restricted Stock Units granted to the Participant. No Shares shall be issued to the Participant at the time the grant is made and, except as set forth in this Section 2(a), the Participant shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including the right to vote the underlying Shares and receive dividends and other distributions paid with respect to the underlying Shares, with respect to any Restricted Stock Units, unless (and in such case, until) settled in Shares; provided, however, that, pursuant to Section 11.4 of the Plan, to the extent that the Company pays a dividend on Shares after the Grant Date, but prior to the settlement of the Restricted Stock Units, subject to and upon vesting and settlement of the Restricted Stock Units, dividend equivalents will be credited to the Participant in the form of additional Restricted Stock Units in respect of a number of Shares having a Fair Market Value equal to the fair market value of the corresponding dividend and paid in Shares, cash or a combination thereof, as determined pursuant to Section 3 hereof, at such time as the Restricted Stock Units to which such additional Restricted Stock Units relate vest and settle. The Participant shall not have any interest in any fund or specific assets of the Company by reason of this Agreement.

(b) **Vesting.** Subject to Section 2(c) below, the Restricted Stock Units shall only vest in accordance with this Section 2(b) based on the following (and there shall be no proportionate or partial vesting in the periods prior to the applicable vesting date(s) and all vesting shall occur only on the applicable vesting date(s)), subject to the Participant's continued employment or other service to the Company and its Subsidiaries through the applicable vesting date:

(i) One-third of the Restricted Stock Units shall vest upon the affirmative final investment decision by the Board with respect to the Driftwood LNG project ("**FID**", and the date of FID, the "**FID Date**");

(ii) One-third of the Restricted Stock Units shall vest on the one-year anniversary of the FID Date;

(iii) One-third of the Restricted Stock Units shall vest on the two-year anniversary of the FID Date.

(c) **Termination of Service.**

(i) Except as otherwise provided in this Section 2(c), in the event the Participant experiences a Termination of Service for any reason, the Participant shall forfeit to the Company, without compensation, any Restricted Stock Units that are unvested as of the date of such Termination of Service.

(ii) Notwithstanding the foregoing, if the Participant experiences (A) a Termination of Service due to the Participant's death or Disability, or (B) a Termination of Service by the Company without "Cause" (as defined below), in either case, while any of the Restricted Stock Units are unvested, the Restricted Stock Units shall not be forfeited and instead shall remain outstanding and eligible to vest in accordance with Section 2(b), without regard to the requirement of the Participant's continued employment or other service through the date of vesting; provided however that, if the FID Date has not occurred as of such Termination of Service, the FID Date must occur no later than one (1) year following the date of such Termination of Service in order for such Restricted Stock Units to remain outstanding and eligible to vest; provided further that such continued vesting shall be subject to and conditioned upon, other than in the case of a Termination of Service due to the Participant's death: (I) the Participant's continued compliance with all confidentiality obligations and restrictive covenants to which the Participant is subject and (II) the Participant's timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that Participant has or may have against the Company and its Affiliates and their respective affiliates, officers, directors, employees, shareholders, agents and representatives, in a form satisfactory to the Company, within twenty-one (21) days (or such longer period as may be required by law) after delivery of the form of release by the Company. For the avoidance of doubt, if the FID Date has not occurred as of the date of the Participant's Termination of Service and does not occur within one (1) year following the date of such Termination of Service the Participant shall forfeit to the Company, without compensation, any Restricted Stock Units that are unvested as of such one (1) year anniversary of such Termination of Service.

(iii) For purposes of this Agreement, notwithstanding anything in the Plan to the contrary, "**Cause**" shall have the meaning assigned to such term in any

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

(d) **Change of Control.**

(i) In the event the Participant experiences (A) a Termination of Service by the Company without Cause or (B) a Termination of Service by the Participant for Good Reason, in either case, within one (1) year following a “Change of Control” (as defined below), all outstanding and unvested Restricted Stock Units shall immediately vest in full effective as of the date of such Termination of Service, subject to and conditioned upon (A) the Participant’s continued compliance with all confidentiality obligations and restrictive covenants to which the Participant is subject, and (B) the Participant’s timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that Participant has or may have against the Company and its Affiliates and their respective affiliates, officers, directors, employees, shareholders, agents and representatives, in a form satisfactory to the Company, within

twenty-one (21) days (or such longer period as may be required by law) after delivery of the form of release by the Company.

(ii) For purposes of this Agreement, notwithstanding anything in the Plan to the contrary, “**Change of Control**” shall mean the occurrence of any of the following after the Grant Date:

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

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

(C) consummation by the Company of a reorganization, merger, or consolidation, or sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets of another entity (a “**Business Combination**”), in each case, unless, following such Business Combination, (1) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of Common Stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company’s

assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (2) at least a majority of the members of the board of directors (or equivalent governing authority) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

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

(iii) For purposes of this Agreement, notwithstanding anything in the Plan to the contrary, “**Good Reason**” shall have the meaning assigned to such term in any employment, consulting or similar agreement between the Participant and the Company or one of its Subsidiaries. To the extent that the Participant is not a party to any such agreement, or there is no definition assigned to “Good Reason” in such agreement, “**Good Reason**” shall mean the occurrence of any of the following events: (A) a material diminution in the Participant’s base compensation, or (B) a material change in the geographic location at which the Participant must perform services, in each case, subject to delivery of written notice by the Participant to the Company (or applicable employer) of the existence of one or more of the above conditions not later than sixty (60) days following the first occurrence thereof, and provided that the Company (or applicable employer) shall have thirty (30) following its receipt of such written notice to cure such conditions in all material respects and that the Participant must resign within ninety (90) days following the Company’s (or the applicable employer’s) failure to so cure such conditions.

III. **Settlement.** Upon becoming vested, each Restricted Stock Unit shall be settled in cash, Shares or a combination thereof, as determined by the Company in its sole discretion. Such settlement (regardless of form) shall occur as soon as administratively practicable following the applicable vesting date, and in any event not later than thirty (30) days after the date of vesting, subject to the provisions of Section 11. With respect to any portion of the Participant’s Restricted Stock Units that are settled in cash, the Company shall pay to the Participant an amount in cash equal to the product of (i) the number of such Restricted Stock Units (including any Restricted Stock Units credited thereon pursuant to Section 2(a) above, if applicable), and (ii) the Fair Market Value of a Share on the applicable vesting date. With respect to any portion of the Participant’s Restricted Stock Units that are settled in Shares, the Company shall issue to the Participant a number of Shares equal to the number of such Restricted Stock Units (including any Restricted Stock Units credited thereon pursuant to Section 2(a) above, if applicable), and deliver to the Participant any stock certificate registered in the Participant’s name evidencing such issuance, or credit to a book entry account maintained by the Company (or its designee) on behalf of the Participant, in the sole discretion of the Plan Administrator. The payment of cash or the issuance and delivery of Shares in settlement of the Restricted Stock Units shall in either case be subject to applicable tax withholding, as set forth in Section 6, below.

IV. **Delivery Delay; Compliance with Laws and Regulations.** To the extent that the Restricted Stock Units are settled in Shares, the delivery of any certificate or book entry (as applicable) representing the Shares may be postponed by the Company for such period as may be required for it to comply with any applicable foreign, federal, state or provincial securities law, or any national securities exchange listing requirements. The Company is not obligated to issue or deliver any securities if, in the opinion of counsel for the Company, such issuance or delivery shall constitute a violation by the

Participant or the Company of any provisions of any applicable foreign, federal, state or provincial law or of any regulations of any governmental authority or any national securities exchange. Moreover, the Restricted Stock Units may not be settled if such settlement, or the receipt of Shares pursuant thereto (if applicable), would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration, or qualification of Shares upon any national securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any Shares or any certificates or book entry (as applicable) for Shares to the Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent, or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company. If the Participant is currently a resident or is likely to become a resident in the United Kingdom at any time during the period that the Restricted Stock Units remain unvested, the Participant acknowledges and understands that the Company has the discretion to meet its delivery obligations in Shares, except as may be prohibited by law or described in this Agreement or supplementary materials.

V. **Certain Legal Restrictions.** The Plan, this Agreement, the granting and vesting of the Restricted Stock Units, the settlement of the Restricted Stock Units in cash or Shares, and any obligations of the Company under the Plan and this Agreement, shall be subject to all applicable federal, state and local laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required, and to any rules or regulations of any exchange on which the Common Stock is listed.

VI. **Withholding of Taxes.**

(a) The Company shall have the right to deduct from any payment to be made pursuant to this Agreement and the Plan, or to otherwise require, prior to the issuance, vesting, or settlement of any Restricted Stock Units, payment by the Participant of, any federal, state or local taxes required by law to be withheld, in accordance with Section 18.10 of the Plan.

(b) To the extent that the Restricted Stock Units are settled in Shares, except as otherwise agreed in writing by the Participant and the Company or determined pursuant to the establishment by the Plan Administrator of an alternate procedure, (i) if the Participant, at the time of issuance, vesting or settlement, is an executive officer of the Company or an individual subject to Rule 16b-3, tax withholding obligations shall be effectuated by the Company withholding a number of Shares otherwise payable upon the settlement of the Restricted Stock Units (any such shares valued at Fair Market Value on the applicable date), subject to Section 18.10 of the Plan and applicable law, and (ii) if the Participant, at the time of issuance, vesting or settlement, is not an executive officer of the Company or an individual subject to Rule 16b-3, required withholding shall be implemented through the Participant executing a "sell to cover" transaction through a broker designated or approved by the Company with, in each case, the amount required to satisfy any amounts of tax referred to in Section 6(a).

(c) To the extent permitted under Code Section 409A, the Company shall have the right, in its sole discretion, to accelerate the vesting and settlement of any portion of the Restricted Stock Units in its sole discretion in order to pay any income and/or employment taxes required in respect of the Restricted Stock Units prior to settlement (provided that the Participant shall have no discretion, and may not be given a direct or indirect election, with respect to whether the Company exercises such discretion to accelerate).

VII. **Provisions of Plan Control.** This Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such

rules, regulations and interpretations relating to the Plan as may be adopted by the Plan Administrator and as may be in effect from time to time. The Plan is incorporated herein by reference. If and to the extent that any provision of this Agreement conflicts or is inconsistent with the terms set forth in the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

VIII. **Restrictions on Transfer.** The Participant shall not sell, transfer, pledge, hypothecate, assign or otherwise dispose of the Restricted Stock Units or any rights or interest therein, including without limitation any rights under this Agreement or any Shares payable in respect of the settlement of the Restricted Stock Units prior to settlement under Section 3 (to the extent applicable), except as permitted in the Plan or Agreement. Any attempted sale, transfer, pledge, hypothecation, assignment or other disposition of the Restricted Stock Units or any Shares payable in respect of any Restricted Stock Units prior to settlement under Section 3 (to the extent applicable), in violation of the Plan or this Agreement shall be void and of no effect and the Company shall have the right to disregard the same on its books and records and to issue "stop transfer" instructions to its transfer agent.

IX. **Recoupment Policy.** The Participant acknowledges and agrees that the Restricted Stock Units and any Shares issued or amounts paid upon settlement thereof (as applicable) shall be subject to the terms and provisions of any "clawback" or recoupment policy that may be adopted by the Company from time to time or as may be required by any applicable law (including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and rules and regulations thereunder).

X. **No Right to Employment or Consultancy Service.** This Agreement is not an agreement of employment or to provide consultancy services. None of this Agreement, the Plan or the grant of the Restricted Stock Units hereunder shall (a) guarantee that the Company or its Subsidiaries will employ or retain the Participant as an employee or consultant for any specific time period or (b) modify or limit in any respect the right of the Company or its Subsidiaries to terminate or modify the Participant's employment, consultancy arrangement or compensation. Moreover, this Agreement is not intended to and does not amend any existing employment or consulting contract between the Participant and the Company or any of its Subsidiaries.

XI. **Section 409A.** Subject to and without limitation on Section 19.3 of the Plan, it is intended that the Restricted Stock Units comply with or be exempt from Code Section 409A, and this Agreement shall be construed and interpreted in accordance with such intent. In no event whatsoever will Company be liable for any additional tax, interest or penalties that may be imposed on the Participant under Code Section 409A or any damages for failing to comply with Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If the Participant is a "specified employee" upon his or her "separation from service" (within the meaning of such terms in Code Section 409A under such definitions and procedures as established by the Company in accordance with Code Section 409A), any portion of a payment, settlement, or other distribution made upon such a "separation from service" that would cause the acceleration of, or an addition to, any taxes pursuant to Code Section 409A will not commence or be paid until a date that is six (6) months and one (1) day following the applicable "separation from service." Any payments, settlements, or other distributions that are delayed pursuant to this Section 11 following the applicable "separation from service" shall be accumulated and paid to the Participant in a lump sum without interest on the first business day immediately following the required delay period. Notwithstanding anything in Sections 2(d) or 3 to the contrary, to the extent that the award of Restricted Stock Units

hereunder (a) is subject to Code Section 409A and (b) a Change of Control would accelerate the timing of payment thereunder, the settlement of such Restricted Stock Units shall not occur until the earliest of (i) the Change of Control if such Change of Control constitutes a “change in the ownership of the corporation,” a “change in the effective control of the corporation” or a “change in the ownership of a substantial portion of the assets of the corporation,” within the meaning of Code Section 409A(2)(A)(v), (ii) the date such Restricted Stock Units would otherwise be settled pursuant to the terms of this Agreement and (iii) the Participant’s “separation of service” within the meaning of Code Section 409A. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days following the date of termination”), the actual date of payment within the specified period shall be within the sole discretion of Company.

XII. **Notices.** Any notice or communication given hereunder shall be in writing or by electronic means and, if in writing, shall be deemed to have been duly given: (a) when delivered in person or by electronic means; (b) three days after being sent by United States mail; or (c) on the first business day following the date of deposit if delivered by a nationally recognized overnight delivery service, in each case, to the appropriate party at the following address (or such other address as the party shall from time to time specify): (i) if to the Company, to Tellurian Inc. at its then current headquarters; and (ii) if to the Participant, to the address on file with the Company.

XIII. **Mode of Communications.** The Participant agrees, to the fullest extent permitted by applicable law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company or any of its Affiliates may deliver in connection with this grant of Restricted Stock Units and any other grants offered by the Company, including, without limitation, prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. The Participant further agrees that electronic delivery of a document may be made via the Company’s email system or by reference to a location on the Company’s intranet or website or the online brokerage account system.

XIV. **Unsecured Obligation.** The Company’s obligation under this Agreement shall be an unfunded and unsecured promise. Participant’s right to receive the payments and benefits contemplated hereby from the Company under this Agreement shall be no greater than the right of any unsecured general creditor of the Company, and Participant shall not have nor acquire any legal or equitable right, interest or claim in or to any property or assets of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between Participant and the Company or any other person.

XV. **Governing Law.** All matters arising out of or relating to this Agreement and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to principles of conflict of laws which would result in the application of the laws of any other jurisdiction.

XVI. **Successors.** The Company will require any successors or assigns to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The terms of this Agreement and all of the rights of the parties hereunder will be binding upon, inure to the benefit of, and be enforceable by, the Participant’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

XVII. **WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY**

WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

XVIII. **Construction.** All section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend or describe the scope or intent of any provisions of this Agreement. Wherever any words are used in this Agreement in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply. As used herein, (a) “or” shall mean “and/or” and (b) “including” or “include” shall mean “including, without limitation.” Any reference herein to an agreement in writing shall be deemed to include an electronic writing to the extent permitted by applicable law.

XIX. **Severability of Provisions.** If at any time any of the provisions of this Agreement shall be held invalid or unenforceable, or are prohibited by the laws of the jurisdiction where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of the activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement, and the Company and the Participant agree that the provisions of this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provisions had not been included.

XX. **No Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

XXI. **Entire Agreement.** This Agreement, together with the Plan, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.

XXII. **Data Protection.** By accepting this Agreement (whether by electronic means or otherwise), the Participant hereby consents to the holding and processing of personal data provided by him to the Company for all purposes necessary for the operation of the Plan. These include, but are not limited to, administering and maintaining Participant records; providing information to any registrars, brokers or third party administrators of the Plan; and providing information to future purchasers of the Company or the business in which the Participant works.

XXIII. **Acceptance.** To accept the grant of the Restricted Stock Units, the Participant must execute and return the Agreement by [_____], 20[21] (the “**Acceptance Deadline**”). By accepting this grant, the Participant will have agreed to the terms and conditions set forth in this Agreement and the terms and conditions of the Plan. The grant of the Restricted Stock Units will be considered null and void, and acceptance thereof will be of no effect, if the Participant does not execute and return the Agreement by the Acceptance Deadline.

XXIV. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Execution and delivery of this Agreement by facsimile or other electronic signature is legal, valid and binding for all purposes.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

TELLURIAN INC.

By: __

Name:

Title:

PARTICIPANT

By: __

Name:

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT**

I, Octávio M.C. Simões, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tellurian Inc.:
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2021

/s/ Octávio M.C. Simões

Octávio M.C. Simões

Chief Executive Officer

(as Principal Executive Officer)

Tellurian Inc.

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT**

I, L. Kian Granmayeh, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tellurian Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2021

/s/ L. Kian Granmayeh

L. Kian Granmayeh
Chief Financial Officer
(as Principal Financial Officer)
Tellurian Inc.

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Tellurian Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Octávio M.C. Simões, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 3, 2021

/s/ Octávio M.C. Simões

Octávio M.C. Simões
Chief Executive Officer
(as Principal Executive Officer)
Tellurian Inc.

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Tellurian Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, L. Kian Granmayeh, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 3, 2021

/s/ L. Kian Granmayeh

L. Kian Granmayeh
Chief Financial Officer
(as Principal Financial Officer)
Tellurian Inc.