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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 28, 2024

Tamboran Resources Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-42149**	**93-4111196**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

Suite 01, Level 39, Tower One, International Towers Sydney
100 Barangaroo Avenue, Barangaroo NSW 2000
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: Australia +61 2 8330 6626

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

□ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

□ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

□ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

□ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, $0.001 par value per share	TBN	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

Item 1.01 Entry into a Material Definitive Agreement.

In connection with the initial public offering (the "Offering") by Tamboran Resources Corporation (the "Company") of its common stock, par value $0.001 (the "common stock"), described in the prospectus (the "Prospectus"), dated June 26, 2024, filed with the Securities and Exchange Commission pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the "Securities Act"), which is deemed to be part of the Registration Statement on Form S-1 (File No. 333-279119) (as amended, the "Registration Statement"), the following agreements were entered into:

- the Registration Rights Agreement, dated June 28, 2024, among the Company, Sheffield Holdings, LP, and each of the other signatories from time to time party thereto (the "Registration Rights Agreement"); and
- the Director Nomination Agreement, dated June 28, 2024, between the Company and Sheffield Holdings, LP (the "Director Nomination Agreement").

The Registration Rights Agreement and Director Nomination Agreement are filed herewith as Exhibits 10.1 and 10.2 respectively, and are incorporated herein by reference. The terms of these agreements are substantially the same as the terms set forth in the forms of such agreements previously filed as exhibits to the Registration Statement and as described therein. Certain parties to these agreements have various relationships with the Company. For further information, see "Certain Relationships and Related Party Transactions" in the Prospectus.

Item 3.02 Unregistered Sales of Equity Securities.

Simultaneously with the consummation of the Offering, the Company issued 489,088 shares of common stock to Helmerich & Payne International Holdings, LLC ("H&P"), pursuant to the 5.5% Convertible Senior Note due 2029 between H&P, the Company, and the guarantors thereto dated June 4, 2024 (the "H&P Conversion"). For further information, see "Management's Discussion and Analysis of Financial Condition and Results of Operations —Liquidity and Capital Resources—H&P Convertible Note" in the Prospectus.

No underwriters were involved in the issuance of the shares of common stock pursuant to the H&P Conversion. The shares of common stock were issued in reliance upon an exemption from registration pursuant to Section 4(a)(2) of the Securities Act on the basis that the transaction did not involve a public offering.

Item 8.01 Other Events.

On June 28, 2024, the Company completed its initial public offering of an aggregate of 3,125,000 shares of common stock at a price to the public of $24.00 per share. The Company has granted the underwriters an option to buy up to 468,750 additional shares of the Company's common stock. The underwriters have 30 days from June 26, 2024 to exercise this option. The gross proceeds to the Company from the initial public offering were $75 million, before deducting underwriting discounts and commissions and estimated offering expenses payable by the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Registration Rights Agreement, dated June 28, 2024, between Tamboran Resources Corporation, Sheffield Holdings, LP, and each of the other signatories from time to time party thereto.
10.2	Director Nominating Agreement, dated June 28, 2024, between Tamboran Resources Corporation and Sheffield Holdings, LP.

SIGNATURES

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

TAMBORAN RESOURCES CORPORATION

Date: June 28, 2024

By: /s/ Joel Riddle
Joel Riddle
Chief Executive Officer

Exhibit 10.1

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is dated as of June 28, 2024, by and among Tamboran Resources Corporation, a Delaware corporation (the "Company"), Sheffield Holdings, LP, a Delaware limited partnership ("Sheffield Holdings") and holder of Registrable Securities (as defined below), and such other holders of Registrable Securities that join this Agreement pursuant to the provisions herein. Such holders of Registrable Securities party hereto are collectively referred to herein as the "Holders."

ARTICLE I
DEFINITIONS

In this Agreement:

"Affiliate" has the meaning ascribed thereto in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"Agreement" has the meaning set forth in the Preamble.

"Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required by applicable law to be closed in New York, New York.

"Common Stock" means the shares of common stock, par value $0.0001 per share, of the Company, and any other capital stock of the Company into which such common stock is reclassified or reconstituted.

"Company" has the meaning set forth in the Preamble.

"Control" (including its correlative meanings, "Controlled by" and "under common Control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Demand Offering" has the meaning set forth in Section 2.1(a) hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Holders" has the meaning set forth in the Preamble.

"Initial Public Offering" means a transaction or action pursuant to which the Shares of Common Stock are first listed on a national securities exchange in the United States.

"Lock-Up Period" has the meaning set forth in the underwriting agreement entered into in connection with the Company's Initial Public Offering.

"Offering Demand Notice" has the meaning set forth in Section 2.1(a) hereof.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, a cooperative, an unincorporated organization, or other form of business organization, whether or not regarded as a legal entity under applicable law, or any governmental authority or any department, agency or political subdivision thereof.

"Recognized Exchange" means The New York Stock Exchange or the Nasdaq Stock Market.

"Registrable Securities" means the Shares held by the Holders as of the date hereof and hereinafter acquired by the Holders from time to time; provided, however, that Registrable Securities shall cease to be Registrable Securities when: (i) a registration statement covering the resale of such Registrable Securities has been declared effective under the Securities Act by the SEC and such Registrable Securities have been disposed of pursuant to such effective registration statement; (ii) such Registrable Securities (a) have been sold pursuant to Rule 144 or Rule 145 (or any successor rules or regulations then in force) under the Securities Act or (b) are freely saleable, without condition pursuant to Rule 144, including any current public information requirements; or (iii) such Registrable Securities cease to be outstanding (or issuable upon exchange).

"Registration Expenses" means any and all expenses incurred in connection with the performance of or compliance with this Agreement, including:

(a) all SEC, stock exchange, or FINRA registration and filing fees (including, if applicable, the reasonable fees and expenses of any "qualified independent underwriter," as such term is defined in Rule 5121 of FINRA, and of its counsel);

(b) all fees and expenses of complying with securities or blue-sky laws (including reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the Registrable Securities);

(c) all printing, messenger and delivery expenses;

(d) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange or FINRA and all rating agency fees;

(e) the reasonable fees and disbursements of counsel for the Company and of its independent public accountants, including the expenses of any special audits and/or comfort letters required by or incident to such performance and compliance (including, without limitation, any such audits and comfort letters relating to financial statements pursuant to Rule 3-05 of Regulation S-X and Article 11 thereunder);

(f) any fees and disbursements of underwriters customarily paid by the issuers or sellers of Securities, including liability insurance if the Company so desires or if the underwriters so require, and the reasonable fees and expenses of any special experts retained in connection with the requested registration, but, for the avoidance of doubt, excluding underwriting fees, discounts, selling commissions and transfer taxes;

(g) the reasonable fees and out-of-pocket expenses of not more than one law firm (as selected by the Sheffield Group, if it is participating in such registration, and otherwise by Holders of a majority of the Registrable Securities included in such registration) incurred by all the Holders in connection with the registration;

(h) the costs and expenses of the Company relating to analyst and investor presentations or any "road show" undertaken in connection with the registration and/or marketing of the Registrable Securities (including the reasonable out-of-pocket expenses of the Holders to the extent the Holders are invited to participate by the Company); and

(i) any other fees and disbursements customarily paid by the issuers of Securities. "SEC" means the U.S. Securities and Exchange Commission or any successor agency.

"Securities" means capital stock, limited partnership interests, limited liability company interests, beneficial interests, warrants, options, notes, bonds, debentures, and other securities, equity interests, ownership interests and similar obligations of every kind and nature of any Person.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Shares" means shares of Common Stock of the Company and any other equity interests of the Company or equity interests in any successor of the Company issued in respect of such shares by reason of or in connection with any stock dividend, stock split, combination, reorganization, recapitalization, conversion to another type of entity or similar event involving a change in the capital structure of the Company.

"Sheffield" means initially Sheffield Holdings but includes any successor thereto designated as such by the Sheffield Group to the Company.

"Sheffield Group" means that group consisting of (i) Mr. Bryan Sheffield, (ii) Bryan Sheffield's spouse, lineal descendants (whether by blood or adoption) and heirs (whether by will or intestacy), (iii) any trust, family partnership or family limited liability company, the beneficiaries, partners or members of which include Bryan Sheffield, Bryan Sheffield's spouse or Bryan Sheffield's lineal descendants (whether by blood or adoption) and heirs (whether by will or intestacy) and (iv) funds or partnerships managed or otherwise controlled by any person listed in clause (i) through (iii), including Sheffield Holdings but excluding any portfolio companies of any of the foregoing. Each of the above, also a "member of the Sheffield Group". The Parties acknowledge that Sheffield, as defined above, is the authorized representative of the Sheffield Group for all purposes under this Agreement.

"Sheffield Holdings" has the meaning set forth in the Preamble.

"Shelf Demand Notice" has the meaning set forth in Section 2.3 hereof.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which: (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, representatives or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; or (ii) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of stock (or equivalent ownership interest) of the limited liability company, partnership, association or other business entity is at the time owned or Controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or Control the managing director or general partner of such limited liability company, partnership, association or other business entity.

"WKSI" means a well-known seasoned issuer, as defined in Rule 405 under the Securities Act.

ARTICLE II
DEMAND AND PIGGYBACK RIGHTS

2.1 Right to Demand an Underwritten Registered Offering.

(a) Upon the written demand of the Sheffield Group made at any time after the expiration of the Lock-Up Period and in accordance with Section 3.1 (an "Offering Demand Notice"), the Company will facilitate in the manner described in this Agreement an underwritten registered offering (either through filing of a new registration statement or through a take-down from an already existing shelf registration statement) of the Registrable Securities requested by the Sheffield Group to be included in such offering, provided, that (i) the market value, based on the closing price of the Common Stock on the Business Day immediately preceding the date of the Offering Demand Notice, of the aggregate amount of Registrable Securities requested to be included in such registered offering is at least $25 million, and (ii) the Company shall not be obligated to effect more than one such underwritten registered offering demand (a "Demand Offering").

(b) Any Demand Offering may, at the Company's option, include Shares to be sold by the Company for its own account and will also include Registrable Securities to be sold by Holders that exercise their related piggyback rights pursuant to Section 2.2 hereof and any other Registrable Securities to be sold by the holders of registration rights granted other than pursuant to this Agreement exercising such rights, in each case, to the extent exercising such rights on a timely basis. In order to be valid, the Offering Demand Notice must provide the information described in Section 3.1 hereof (if applicable) and Section 4.55 hereof or be followed by such information, when requested as contemplated by Section 4.55 hereof.

(c) Without limiting any other obligations of the Company hereunder, in the event a shelf registration statement covering all of the Registrable Securities covered by such Offering Demand Notice is not effective at the time of the Offering Demand Notice, as soon as reasonably practicable, but in no event later than 30 days after receiving a valid Offering Demand Notice satisfying the criteria set forth in this Section 2.1, the Company shall use its commercially reasonable efforts to file with the SEC a registration statement covering all of the Registrable Securities covered by such Offering Demand Notice as well as any other Registrable Securities as to which registration is properly requested in accordance with Section 2.2 hereof (which other Registrable Securities may be included by means of a pre-effective amendment) and any other registrable securities properly requested in accordance with other registration rights agreements with the Company, but subject in each case to any cutbacks imposed in accordance with Section 3.5 hereof and the limitations set forth in Section 2.5 hereof. The Holders wishing to engage in the Demand Offering shall, to the extent practicable, use commercially reasonable efforts to work with the Company and any underwriters in order to facilitate preparation of any registration statement, prospectus and other offering documentation related to the Demand Offering.

2.2 Right to Piggyback on a Registered Offering. In connection with any registered offering of Shares covered by a registration statement after the Company's Initial Public Offering (whether pursuant to the exercise of demand rights or at the initiative of the Company), the Holders may exercise piggyback rights to have included in such offering Registrable Securities held by them, subject in each case to any cutbacks imposed in accordance with Section 3.5 hereof and the limitations set forth in Section 2.5 hereof. The Company will facilitate in the manner described in this Agreement any such registered offering. The Holders' exercise of such piggyback rights will not constitute a Demand Offering.

2.3 Right to Demand and be Included in a Shelf Registration. Upon the Sheffield Group delivering a written demand to the Company at any time that the Company is eligible to file a Form S-3 and in accordance with Section 3.1 (a "Shelf Demand Notice"), the Company will facilitate in the manner described in this Agreement a shelf registration of Registrable Securities held by all of the Holders. Promptly upon receiving any such demand (but in no event more than 15 days after receipt of a demand for such registration), the Company shall use its commercially reasonable efforts to file a registration statement on Form S-3 relating to such demand. Any shelf registration filed pursuant to this Section 2.13 by the Company covering Shares will cover all Registrable Securities held by each of the Holders (and with respect to any particular Holder, subject to such Holder's compliance with Section 4.55 hereof) and the limitations set forth in Section 2.55 hereof. The Company shall cause such registration statement filed pursuant to this Section 2.13 to remain effective thereafter until such time as there are no longer any Registrable Securities. If the Company is a WKSI at the time any Shelf Demand Notice is submitted to the Company, such registration statement shall be an automatic shelf registration statement (as defined in Rule 405 under the Securities Act).

2.4 Demand and Piggyback Rights for Shelf Takedowns. Upon the written demand of the Sheffield Group made at any time after a shelf registration statement filed pursuant to Section 2.3 above has become effective, the Company will facilitate in the manner described in this Agreement an underwritten offering of Registrable Securities off of such effective shelf registration statement, provided, that such demanded shelf takedown constitutes a Demand Offering and is subject to the provisions of this Agreement, including Section 2.1 hereof. In connection with any underwritten shelf takedown (whether pursuant to the exercise of such demand rights by any of the Holders or at the initiative of the Company), the Holders may exercise piggyback rights to have included in such takedown Registrable Securities held by them that are registered on such shelf registration.

2.5 Limitations on Demand and Piggyback Rights.

(a) Any demand for the filing of a registration statement or for a registered offering or takedown, and the exercise of any piggyback rights, will be subject to the constraints of any applicable lockup arrangements, and any such demand must be deferred until such lockup arrangements no longer apply. Notwithstanding anything in this Agreement to the contrary, the Holders will not have piggyback or other registration rights with respect to the following registered primary offerings by the Company: (i) a registration relating solely to employee benefit plans; (ii) a registration on Form S-4 or S-8 (or other similar successor forms then in effect under the Securities Act); (iii) a registration pursuant to which the Company is offering to exchange its own Securities for other Securities; (iv) a registration statement relating solely to dividend reinvestment or similar plans; (v) a shelf registration statement pursuant to which only the initial purchasers and subsequent transferees of debt securities of the Company or any Subsidiary that are convertible for common equity and that are initially issued pursuant to Rule 144A and/or Regulation S of the Securities Act may resell such notes and sell the common equity into which such notes may be converted; (vi) a registration where the Registrable Securities are not being sold for cash; (vii) an exchange registration; or (viii) a registration of Securities where the offering is a *bona fide* offering of debt securities, even if such Securities are convertible into or exchangeable or exercisable for Shares.

(b) The Company may postpone the filing of a demanded registration statement or suspend the effectiveness of any shelf registration statement for a "blackout period" not in excess of (i) 60 days in any 90-day period and (ii) 90 days in any 12-month period, if the board of directors of the Company (the "Board") determines in good faith that such registration or offering could (i) materially interfere with a *bona fide* business, reorganization, acquisition or divestiture or financing transaction of the Company or its Subsidiaries; (ii) require disclosure of material non-public information that the Company has a *bona fide* business purpose for preserving as confidential; or (iii) be reasonably likely to

require premature disclosure of information, the premature disclosure of which could materially and adversely affect the Company; provided, that, the Company shall not delay the filing of any demanded registration statement more than twice in any 12-month period (except that the Company shall be able to use this right more than twice in any 12-month period if the Company is exercising such right during the 15-day period prior to the Company's regularly scheduled quarterly earnings announcement and the total number of days of postponement in such 12-month period does not exceed 90 days). The blackout period will end upon the earlier to occur of, (i) in the case of a *bona fide* business, acquisition or divestiture or financing transaction, a date not later than 60 days from the date such deferral commenced, and (ii) in the case of disclosure of non-public information, the earlier to occur of (x) the filing by the Company of its next succeeding Annual Report on Form 10-K or Quarterly Report on Form 10-Q, or (y) the date upon which such information otherwise is disclosed or becomes public knowledge.

ARTICLE III
NOTICES, CUTBACKS AND OTHER MATTERS

3.1 Notifications Regarding Registration Statements. In order for the Sheffield Group to exercise its right to demand pursuant to Article II that a registration statement be filed, the Sheffield Group must include in such Offering Demand Notice or Shelf Demand Notice, as applicable, the number of Registrable Securities sought to be registered and the proposed plan of distribution.

3.2 Notifications Regarding Registration Piggyback Rights.

(a) In the event that the Company receives (i) any demand pursuant to Sections 2.1 or 2.3 hereof, or (ii) if the Company proposes to file a registration statement with respect to any other registered offering (for its own account or for the account of other third parties), the Company will promptly give to each of the Holders a written notice thereof no later than 5:00 p.m., New York City time, (x) in the case of clause (i), on the fifth Business Day following receipt by the Company of such demand or (y) in the case of clause (ii), ten (10) Business Days prior to the proposed filing date of such registration statement. Any Holder wishing to exercise its piggyback rights with respect to any such registration statement must notify the Company and the other Holders of the number of Registrable Securities it seeks to have included in such registration statement in a written notice. Such notice must be given as soon as practicable, but in no event later than 5:00 p.m., New York City time, on the fifth Business Day prior to the date on which the preliminary prospectus intended to be used in connection with pre-effective marketing efforts for the relevant offering is expected to be finalized.

(b) Pending any required public disclosure and subject to applicable legal requirements, the parties will maintain confidentiality of their discussions regarding a prospective registration.

3.3 Notifications Regarding Demanded Underwritten Offerings.

(a) The Company will keep the Holders reasonably apprised of all pertinent aspects of any underwritten offering initiated by the Company or holders of registration rights granted other than pursuant to this Agreement in order that Holders may have a reasonable opportunity to exercise their related piggyback rights. Without limiting the Company's obligation as described in the preceding sentence, having a reasonable opportunity requires that the Holders be notified by the Company of an anticipated underwritten offering (whether pursuant to a demand made by other holders or made at the Company's own initiative) no later than 5:00 p.m., New York City time, on (i) if applicable, the second Business Day prior to the date on which the preliminary prospectus or prospectus supplement intended to be used in connection with pre-pricing marketing efforts for such takedown is finalized, and (ii) in all other cases, the second Business Day prior to the date on which the pricing of the relevant takedown occurs.

(b) Any Holder wishing to exercise its piggyback rights with respect to an underwritten shelf offering must notify the Company and the other Holders of the number of Registrable Securities it seeks to have included in such takedown. Such notice must be given as soon as practicable, but in no event later than 5:00 p.m., New York City time, on (i) if applicable, the Business Day prior to the date on which the preliminary prospectus or prospectus supplement intended to be used in connection with marketing efforts for the relevant offering is expected to be finalized, and (ii) in all other cases, the Business Day prior to the date on which the pricing of the relevant takedown occurs.

(c) Pending any required public disclosure and subject to applicable legal requirements, the parties will maintain confidentiality of their discussions regarding a prospective underwritten takedown.

3.4 Plan of Distribution, Underwriters and Advisors. In a Demand Offering, the Sheffield Group will be entitled to determine the plan of distribution and select the managing underwriters and any provider of advisory services for such offering; provided, that, such investment banker or bankers, managers and providers of advisory services shall be reasonably satisfactory to the Company. Otherwise, the Company or the holders of registration rights granted other than pursuant to this Agreement will be entitled to determine the plan of distribution and select the managing underwriters and any provider of advisory services.

3.5 Cutbacks. If the managing underwriters advise the Company and the selling Holders that, in their opinion, the number of Registrable Securities requested to be included in an underwritten offering exceeds the amount that can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, the price that will be paid in such offering or the marketability thereof, such offering will include only the number of Registrable Securities that the underwriters advise can be sold in such offering in the following order of priority:

(a) If such underwritten offering is a Demand Offering pursuant to Article II hereof, then, with respect to each class proposed to be registered:

(1) *first*, the Registrable Securities beneficially owned by Holders requested to be included in such demand registration, allocated *pro rata* among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder;

(2) *second*, any Shares to be sold by the Company for its own account; and

(3) *third*, other Shares held by third parties requested to be included in such demand registration pursuant to registration rights granted to such third party holder.

(b) If such underwritten offering is initiated by the Company, then, with respect to each class proposed to be registered:

(1) *first*, any Shares to be sold by the Company for its own account;

(2) *second*, the Registrable Securities beneficially owned by members of the Sheffield Group requested to be included, allocated pro rata among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder

(3) *third*, the Registrable Securities beneficially owned by Holders (other than members of the Sheffield Group) requested to be included, allocated pro rata among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder; and

(4) *fourth,* other Shares held by third parties requested to be included pursuant to registration rights granted to such third party holder.

(c) If such underwritten offering is initiated by any third party holder, then, with respect to each class proposed to be registered:

(1) *first*, Shares held by third parties requested to be included pursuant to registration rights granted to such third party holder;

(2) *second*, the Registrable Securities beneficially owned by members of the Sheffield Group requested to be included, allocated pro rata among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder

(3) *third*, the Registrable Securities beneficially owned by Holders (other than members of the Sheffield Group) requested to be included, allocated pro rata among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder; and

(4) *fourth*, any Shares to be sold by the Company for its own account.

3.6 Withdrawals. Even if Registrable Securities held by a Holder have been part of a registered underwritten offering, such Holder may, no later than the time at which the public offering price and underwriters' discount are determined with the managing underwriter, decline to sell all or any portion of the Registrable Securities being offered for its account.

3.7 Lockups. In connection with any underwritten offering of Shares, the Company, each of the Company's directors and officers, and each Holder participating in such offering will agree (in the case of Holders, with respect to all Shares respectively beneficially owned by them) to be bound by the lockup restrictions required by the underwriting agreement (which must apply in similar manner to all of them) that are agreed to by the Company.

ARTICLE IV
FACILITATING REGISTRATIONS AND OFFERINGS

4.1 General. If the Company becomes obligated under this Agreement to facilitate a registration and offering of Registrable Securities on behalf of Holders, the Company will do so with the same degree of care and dispatch as would reasonably be expected in the case of a registration and offering by the Company of Shares for its own account. Without limiting this general obligation, the Company will fulfill its specific obligations as described in this Article IV.

4.2 Registration Statements. In connection with any registration statement that is demanded by Holders in accordance with this Agreement or as to which piggyback rights otherwise apply, the Company will use commercially reasonable efforts to:

(a) (i) prepare and file with the SEC a registration statement on the appropriate form covering the applicable Registrable Securities, (ii) file amendments thereto as warranted, (iii) seek the effectiveness thereof as soon as practicable, and (iv) file with the SEC prospectuses and prospectus supplements as may be required, all in consultation with the Sheffield Group (or if the Sheffield Group does not have or no longer has securities included in such registration, the other Holders) and as reasonably necessary in order to permit the offer and sale of such Registrable Securities in accordance with the applicable plan of distribution;

(b) (i) within a reasonable time prior to the filing of any registration statement, any prospectus, any amendment to a registration statement, amendment or supplement to a prospectus or any free writing prospectus (in each case including all exhibits filed therewith), provide copies of such documents to the selling Holders and to the underwriter or underwriters of an underwritten offering, if applicable, and to their respective counsel; fairly consider such reasonable changes in any such documents prior to or after the filing thereof as the counsel to the Holders or the underwriter or the underwriters may request; and make such of the representatives of the Company as shall be reasonably requested by the selling Holders or any underwriter available for discussion of such documents; and (ii) within a reasonable time prior to the filing of any document which is to be incorporated by reference into a registration statement or a prospectus, provide copies of such document to counsel for the Holders and underwriters; fairly consider such reasonable changes in such document prior to or after the filing thereof as counsel for such Holders or such underwriter shall request; and make such of the representatives of the Company as shall be reasonably requested by such counsel available for discussion of such document;

(c) use all reasonable efforts to cause each registration statement and the related prospectus and any amendment or supplement thereto, as of the effective date of such registration statement, amendment or supplement and during the distribution of the registered Registrable Securities (x) to comply in all material respects with the requirements of the Securities Act (including the rules and regulations promulgated thereunder) and (y) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(d) notify each Holder as soon as reasonably practicable, and, if requested by such Holder, confirm such advice in writing, (i) when a registration statement has become effective and when any post-effective amendments and supplements thereto become effective if such registration statement or post-effective amendment is not automatically effective upon filing pursuant to Rule 462 under the Securities Act, (ii) of the issuance by the SEC or any state securities authority of any stop order, injunction or other order or requirement suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose, (iii) if, between the effective date of a registration statement and the closing of any sale of securities covered thereby pursuant to any agreement to which the Company is a party, the representations and warranties of the Company contained in such agreement cease to be true and correct in all material respects or if the Company receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, and (iv) of the happening of any event during the period a registration statement is effective as a result of which such registration statement or the related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(e) furnish counsel for each underwriter, if any, and for the Holders copies of any correspondence with the SEC or any state securities authority relating to the registration statement or prospectus;

(f) comply with all applicable rules and regulations of the SEC, including making available to its security holders an earnings statement covering at least 12 months which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar provision then in force); and

(g) obtain the withdrawal of any order suspending the effectiveness of a registration statement at the earliest possible time.

4.3 Registered Offerings. In connection with any offering of Registrable Securities, the Company will:

(a) cooperate with the selling Holders and the managing underwriter of an underwritten offering of Shares, if any, to facilitate the timely preparation and delivery of certificates representing the Shares to be sold and not bearing any restrictive legends; and enable such Shares to be in such denominations (consistent with the provisions of the governing documents thereof) and registered in such names as the selling Holders or the managing underwriter of an underwritten offering of Shares, if any, may reasonably request at least five (5) Business Days prior to any sale of such Shares;

(b) furnish to each Holder and to each underwriter, if any, participating in the relevant offering, without charge, as many copies of the applicable prospectus, including each preliminary prospectus, and any amendment or supplement thereto and such other documents as such Holder or underwriter may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities;

(c) (i) use all reasonable efforts to register or qualify the Registrable Securities being offered and sold, no later than the time the applicable registration statement becomes effective, under all applicable state securities or blue sky laws of such jurisdictions as each underwriter, if any, or any Holder holding Registrable Securities covered by a registration statement, shall reasonably request; (ii) use all reasonable efforts to keep each such registration or qualification effective during the period such registration statement is required to be kept effective; and (iii) do any and all other acts and things which may be reasonably necessary or advisable to enable each such underwriter, if any, and Holder to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; provided, however, that the Company shall not be obligated to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to consent to be subject to general service of process (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith) in any such jurisdiction;

(d) cause all Registrable Securities being sold to be qualified for inclusion in or listed on any Recognized Exchange on which Registrable Securities issued by the Company are then so qualified or listed if so requested by the Holders, or if so requested by the underwriter or underwriters of an underwritten offering of Registrable Securities, if any;

(e) cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter in an underwritten offering;

(f) facilitate the distribution and sale of any Registrable Securities to be offered pursuant to this Agreement, including without limitation by making “road show” presentations, holding meetings with and making calls to potential investors and taking such other actions as shall be requested by the Holders or the lead managing underwriter of an underwritten offering; and

(g) enter into customary agreements (including, in the case of an underwritten offering, underwriting agreements in customary form, and including provisions with respect to indemnification and contribution in customary form and consistent with the provisions relating to indemnification and contribution contained herein) and take all other customary and appropriate actions in order to expedite or facilitate the disposition of such Registrable Securities and in connection therewith:

(1) make such representations and warranties to the selling Holders and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in similar underwritten offerings;

(2) obtain opinions of counsel to the Company covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings;

(3) obtain "cold comfort" letters and updates thereof (including, without limitation, any such audits and comfort letters relating to financial statements pursuant to Rule 3-05 of Regulation S-X and Article 11 thereunder) from the Company's independent certified public accountants which letters shall be customary in form and shall cover matters of the type customarily covered in "cold comfort" letters to underwriters in connection with primary underwritten offerings; and

(4) to the extent requested and customary for the relevant transaction, enter into a securities sales agreement with the Holders, which agreement shall be customary in form, substance and scope and shall contain customary representations, warranties and covenants.

4.4 Due Diligence. In connection with each registration and offering of Registrable Securities to be sold by Holders, the Company will, in accordance with customary practice, make available for inspection by underwriters participating in any disposition pursuant to a Registration Statement being filed by the Company pursuant to Section 4.3, and any counsel or accountant retained by such underwriters all relevant financial and other records, pertinent corporate documents and properties of the Company and cause appropriate officers, managers, employees, outside counsel and accountants of the Company to supply all information reasonably requested by any such underwriter, counsel or accountant in connection with their due diligence exercise, including through in-person meetings, but subject to customary privilege constraints.

4.5 Information from Holders. Each Holder that holds Registrable Securities proposed to be covered by any registration statement will promptly furnish to the Company such information regarding itself as is required to be included in the registration statement or is otherwise required by FINRA or the SEC in connection with such registration statement, the ownership of Registrable Securities by such Holder and the proposed distribution by such Holder of such Registrable Securities as the Company may from time to time reasonably request in writing.

4.6 Expenses. All Registration Expenses incurred in connection with any registration statement or registered offering covering Registrable Securities held by the Holders will be borne by the Company. However, underwriters', brokers' and dealers' fees, discounts and commissions applicable to Registrable Securities sold for the account of a Holder will be borne by such Holder.

ARTICLE V
INDEMNIFICATION

5.1 Indemnification by the Company. In the event of any registration under the Securities Act by any registration statement pursuant to rights granted in this Agreement of Registrable Securities held by Holders, the Company will indemnify and hold harmless Holders, their officers, directors and Affiliates, and each underwriter of such securities and each other Person, if any, who Controls any Holder or such underwriter within the meaning of the Securities Act, against any losses, claims, damages, or

liabilities (including reasonable documented legal fees and costs of court), joint or several, to which Holders or such underwriter or controlling Person may become subject under the Securities Act or otherwise, including any amount paid in settlement of any litigation commenced or threatened, and shall promptly reimburse such Persons, as and when incurred, for any legal or other expenses reasonably incurred by them in connection with investigating any claims and defending any actions, insofar as such losses, claims, damages, or liabilities (or any actions in respect thereof) arise out of or are based upon any violation or alleged violation by the Company of the Securities Act, any blue sky laws, securities laws or other applicable laws of any state or country in which such Shares are offered and relating to action taken or action or inaction required of the Company in connection with such offering, or arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (i) contained, on its effective date, in any registration statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) contained in any preliminary prospectus, if used prior to the effective date of such registration statement, or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus not misleading; and will reimburse Holders and each such underwriter and each such controlling Person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, or liability; provided, however, that the Company shall not be liable to any Holder or its underwriters or controlling Persons in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement or such amendment or supplement, in reliance upon and in conformity with information furnished by such Holder in writing to the Company or such underwriter specifically for use in the preparation thereof.

5.2 Indemnification by Holders. Each Holder, as a condition to including Registrable Securities in such registration statement, will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 5.1 hereof) the Company, each director of the Company, each officer of the Company who shall sign the registration statement, and any Person who Controls the Company within the meaning of the Securities Act, (i) with respect to any statement or omission from such registration statement, or any amendment or supplement to it, if such statement or omission was made in reliance upon and in conformity with information furnished to the Company by such Holder in writing specifically for use in the preparation of such registration statement or amendment or supplement, and (ii) with respect to compliance by such Holder with applicable laws in effecting the sale or other disposition of the securities covered by such registration statement.

5.3 Indemnification Procedures. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 5.1 and Section 5.2 hereof, the indemnified party will, if a claim in respect thereof is to be made or may be made against an indemnifying party, give written notice to such indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in this Article V, except to the extent that the indemnifying party is actually prejudiced by the failure to give notice. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action with counsel reasonably satisfactory to the indemnified party, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action's defense other than reasonable costs of investigation. An indemnified party shall have the right to employ separate counsel in any action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified

party's expense unless (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party, which authorization shall not be unreasonably withheld, (ii) the indemnifying party has not assumed the defense and employed counsel reasonably satisfactory to the indemnified party within thirty (30) days after notice of any such action or proceeding, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses available to the indemnified party that are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to assume the defense of such action or proceeding on behalf of the indemnified party), it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to all local counsel which is necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for the indemnified party and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent (not to be unreasonably withheld). No indemnifying party will consent to entry of any judgment or enter into any settlement which (i) does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation or (ii) involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

5.4 Contribution. If the indemnification required by this Article V from the indemnifying party is unavailable to or insufficient to hold harmless an indemnified party in respect of any indemnifiable losses, claims, damages, liabilities, or expenses, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities, or expenses in such proportion as is appropriate to reflect (i) the relative benefit of the indemnifying and indemnified parties and (ii) if the allocation in clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such losses, claims, damages, liabilities, or expenses, as well as any other relevant equitable considerations. The relative benefits received by a party shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by it bear to the total amounts (including, in the case of any underwriter, any underwriting commissions and discounts) received by each other party. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damage, liabilities, and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Company and Holders agree that it would not be just and equitable if contribution pursuant to this Section 5.4 were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the prior provisions of this Section 5.4.

Notwithstanding the provisions of this Section 5.4, no indemnifying party shall be required to contribute any amount in excess of the amount by which the total price at which the securities were offered to the public by such indemnifying party exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of an untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

ARTICLE VI
OTHER AGREEMENTS

6.1 Assignment. Neither the Company nor any Holder shall assign all or any part of this Agreement without the prior written consent of the Company and Sheffield Holdings; provided, however, that without the prior written consent of the Company, Sheffield Holdings may assign its rights and obligations under this Agreement in whole or in part to (i) any member of the Sheffield Group and/or (ii) any Person who becomes a holder of Registrable Securities upon a distribution by Sheffield of Shares to its members, limited partners or stockholders (as applicable) that becomes a party hereto by executing and delivering an assignment and joinder agreement to the Company, substantially in the form of Exhibit A to this Agreement. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

6.2 Merger or Consolidation. In the event the Company engages in a merger or consolidation in which the Registrable Securities are converted into securities of another company, the Company shall use commercially reasonable efforts to ensure that the registration rights provided under this Agreement continue to be provided to Holders by the issuer of such securities.

6.3 Rule 144. If the Company is subject to the requirements of Section 13, 14 or 15(d) of the Exchange Act, the Company covenants that it will file any reports required to be filed by it under the Securities Act and the Exchange Act (or, if the Company is subject to the requirements of Section 13, 14 or 15(d) of the Exchange Act but is not required to file such reports, it will, upon the request of any Holder, make publicly available such information) and it will take such further action as any Holder may reasonably request, so as to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (b) any successor rule or regulation hereafter adopted by the SEC, including, for the avoidance of doubt, using commercially reasonable efforts to cause counsel to the Company to deliver customary legal opinions in connection with the removal of any restrictive legends in connection with a sale of such Shares.

6.4 In-Kind Distributions. If any Holder seeks to effectuate an in-kind distribution of all or part of its Registrable Securities to its direct or indirect equityholders, the Company will, subject to applicable lockups, work with such Holder and the Company's transfer agent to facilitate such in-kind distribution in the manner reasonably requested by such Holder. At the reasonable request of any Holder seeking to effect such distribution, the Company must file any prospectus supplement or post-effective amendments and otherwise take any action reasonably necessary to include language facilitating such distribution, if such language was not included in the initial Registration Statement, or revise such language if deemed reasonably necessary by Sheffield to effect any such distribution.

ARTICLE VII
MISCELLANEOUS

7.1 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, fax or air courier guaranteeing delivery to the Persons at the respective addresses set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

(a) If to the Company, to:

Tamboran Resources Corporation
Suite 01, Level 39, Tower One, International Towers Sydney
100 Barangaroo Avenue, Barangaroo NSW 2000, Australia
Attention: Eric Dyer; Rohan Vardaro
Email: eric.dyer@tamboran.com; rohan.vardaro@tamboran.com

with a copy to (which shall not constitute notice):

Latham & Watkins LLP
300 Colorado Street, Suite 2400
Austin, Texas 78701
Attention: Michael Chambers
Email: michael.chambers@lw.com

(b) If to the Holders, to the notice addresses set forth on the signature pages hereto.

Any such notice, request, demand or other communication shall be deemed to have been duly given (i) on the date of delivery if delivered personally or by facsimile or electronic transmission, (ii) on the first Business Day after being sent if delivered by nationally recognized overnight delivery service and (iii) upon the earlier of actual receipt thereof or five Business Days after the date of deposit in the United States mail if delivered by mail.

7.2 Section Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. References in this Agreement to a designated "Article" or "Section" refer to an Article or Section of this Agreement unless otherwise specifically indicated.

7.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

7.4 Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

(a) The parties to this Agreement hereby agree to submit to the jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof in any action or proceeding arising out of or relating to this Agreement.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.5 Amendments.

(a) This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument, signed by (x) the Company and (y) the Holders of a majority of Registrable Securities; provided, that, no provision of this Agreement shall be modified or amended in a manner that is, in each case, in the good faith determination of the Board, disproportionately and materially adverse to any Holder or that would treat any Holder less favorably than any other Holder with respect to its Registrable Securities, in each case, without the prior written consent of such Holder; provided, further, that any amendment that would adversely impact the rights hereunder of the Sheffield Group shall require the prior written consent of Sheffield Holdings. For the avoidance of doubt, the Holders of a majority of Registrable Securities may waive all rights of any Holder to participate in a piggyback registration pursuant to Article II of this Agreement so long as no Holder participates in the related public offering.

7.6 Term. This Agreement will terminate (i) as to any Holder, when it no longer holds Registrable Securities, and (ii) at such time as there are no Registrable Securities held by any Holders. Notwithstanding the foregoing, Article V, Section 7.1 and Section 7.3 shall survive any termination.

7.7 Future Registration Rights. The Company shall not, without the prior written consent of (i) Sheffield Holdings and (ii) a majority of the then outstanding Registrable Securities, enter into any agreement with any current or future holder of any securities of the Company that would allow such current or future holder to require the Company to include securities in any registration statement or underwritten offering of the Company on a basis that superior to the rights granted hereunder to the Holders.

7.8 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. The registration rights granted under this Agreement supersede any registration, qualification or similar rights with respect to any of the Registrable Securities granted under any other agreement, and any of such preexisting registration rights are hereby terminated.

7.9 Severability. The invalidity or unenforceability of any specific provision of this Agreement shall not invalidate or render unenforceable any of its other provisions. Any provision of this Agreement held invalid or unenforceable shall be deemed reformed, if practicable, to the extent necessary to render it valid and enforceable and to the extent permitted by law and consistent with the intent of the parties to this Agreement.

7.10 Counterparts. This Agreement may be executed in multiple counterparts (including by means of facsimile or electronic mail, in .pdf or any other form of electronic delivery (including any electronic signature complying with U.S. federal ESIGN Act of 2000)), each of which shall be deemed an original and all together as one and the same agreement.

7.11 Third Parties. Except pursuant to Article V, this Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns and other Persons expressly named herein.

7.12 Equitable Remedies. The parties hereto agree that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that the parties hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other parties and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity.

[Remainder of page intentionally left blank]

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

COMPANY:

TAMBORAN RESOURCES CORPORATION

By: /s/ Joel Riddle
Name: Joel Riddle
Title: Chief Executive Officer

HOLDERS:

SHEFFIELD HOLDINGS, LP
By: Spraberry Interests, LLC, its general partner

By: /s/ Bryan Sheffield
Name: Bryan Sheffield
Title: President

Notice Information:

Exhibit A

FORM OF ASSIGNMENT AND JOINDER

[ ], 20[ ]

Reference is made to the Registration Rights Agreement, dated as of June 28, 2024, by and among Tamboran Resources Corporation, a Delaware corporation (the "Company"), and certain holders which hold Registrable Securities (as defined below) that become party thereto (the "Registration Rights Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Registration Rights Agreement.

Pursuant to Section 6.1 of the Registration Rights Agreement, [ ] (the "Assignor") hereby assigns [in part][*or:* in full] its rights and obligations under the Registration Rights Agreement to each of [ ], [ ] and [ ] (each, an "Assignee" and collectively, the "Assignees"). [For the avoidance of doubt, the Assignor will remain a party to the Registration Rights Agreement following the assignment in part of its rights and obligations thereunder to the undersigned Assignees.]

Each undersigned Assignee hereby agrees to and does become party to the Registration Rights Agreement. This assignment and joinder shall serve as a counterpart signature page to the Registration Rights Agreement and by executing below each undersigned Assignee is deemed to have executed the Registration Rights Agreement with the same force and effect as if originally named a party thereto and each Assignee's shares of Common Stock shall be included as Registrable Securities under the Registration Rights Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed this assignment and joinder as of date first set forth above.

ASSIGNOR:

[_____]

By: _____
Name:
Title:

ASSIGNEE(S):

[_____]

By: _____
Name:
Title:

Exhibit 10.2

DIRECTOR NOMINATION AGREEMENT

This Director Nomination Agreement (this "Agreement") is made on June 28, 2024 (the "Effective Date"), by and among Tamboran Resources Corporation, a Delaware corporation (the "Company"), and Sheffield Holdings, LP ("Sheffield Holdings").

RECITALS

WHEREAS, the Company has agreed to permit the Sheffield Group to designate two directors for nomination for election to the board of directors of the Company (the "Board"), subject to the terms and conditions set forth herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the specified Person; provided that the Company and any Person Controlled by the Company shall not be considered to be an Affiliate of any member of the Sheffield Group for any purpose under this Agreement.

"Agreement" has the meaning set forth in the Preamble.

"Beneficial Owner" means, with respect to a security, a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares (a) voting power, which includes the power to vote, or to direct the voting of, such security, or (b) investment power, which includes the power to dispose, or to direct the disposition of, such security. The term "Beneficially Own" shall have a correlative meaning. For the avoidance of doubt, ownership of any CHESS Depositary Interests shall constitute beneficial ownership of the underlying Common Stock for all purposes of this Agreement.

"Board" has the meaning set forth in the Recitals.

"Bylaws" means the Amended and Restated Bylaws of the Company, as amended or restated from time to time.

"Certificate of Incorporation" means the Certificate of Incorporation of the Company, as amended or restated from time to time.

"Company" has the meaning set forth in the Preamble.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The terms "Controlled by" and "under common Control with" shall have correlative meanings.

"Designated Director" has the meaning set forth in Section 2.01(a).

"Effective Date" has the meaning set forth in the Preamble.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Independent Director" means a director who qualifies, as of the date of such director's election or appointment to the Board (or any committee thereof) and as of any other date on which the determination is being made, as an "independent director" under the applicable rules of the Securities Exchange, as determined by the Board and, to the extent applicable with respect to Audit Committee membership, an "Independent Director" under Rule 10A-3 under the Exchange Act and any corresponding requirement of Securities Exchange rules for audit committee members, as well as any other requirement of the U.S. securities laws that is then applicable to the Company, as determined by the Board.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof or other entity, and also includes any managed investment account.

"Proceeding" has the meaning set forth in Section 4.08.

"Securities Exchange" means the U.S. national securities exchange on which the Company's common stock, par value $0.001 per share, is then listed.

"Selected Courts" has the meaning set forth in Section 4.08.

"Sheffield" means initially Sheffield Holdings but includes any successor thereto designated as such by the Sheffield Group to the Company.

"Sheffield Group" means that group consisting of (i) Mr. Bryan Sheffield, (ii) Bryan Sheffield's spouse, lineal descendants (whether by blood or adoption) and heirs (whether by will or intestacy), (iii) any trust, family partnership or family limited liability company, the beneficiaries, partners or members of which include Bryan Sheffield, Bryan Sheffield's spouse or Bryan Sheffield's lineal descendants (whether by blood or adoption) and heirs (whether by will or intestacy) and (iv) funds or partnerships managed or otherwise controlled by any person listed in clause (i) through (iii), including Sheffield Holdings but excluding any portfolio companies of any of the foregoing. Each of the above, also a "member of the Sheffield Group". The Parties acknowledge that Sheffield, as defined above, is the authorized representative of the Sheffield Group for all purposes under this Agreement.

"Sheffield Holdings" has the meaning set forth in the Preamble.

"Termination Date" means with respect to the rights of the Sheffield Group hereunder, the date when the Voting Percentage of Sheffield Group is less than 5.0% for the first time following the Effective Date.

"Termination Trigger" has the meaning set forth in Section 3.01.

"Voting Percentage" means, with respect to any Person, the percentage voting power in the general election of directors of the Company represented by all shares of Voting Stock Beneficially Owned by such Person.

"Voting Stock" means the common stock of the Company, as well as any other class or series of capital stock of the Company entitled to vote generally in the election of directors to the Board.

Section 1.02 Other Definitional and Interpretive Provisions. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References in the singular or to "him," "her," "it," "itself" or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be. References to the Preamble, Recitals, Articles and Sections shall refer to the Preamble, Recitals, Articles and Sections of this Agreement, unless otherwise specified. The headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof. References to any statute shall be deemed to refer to such statute as amended from time to time and

to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to "include," "includes" and "including" in this Agreement shall be deemed to be followed by the words "without limitation," whether or not so specified. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party that drafted and caused this Agreement to be drafted.

ARTICLE II
NOMINATION RIGHTS

Section 2.01 Board Nominees.

(a) Subject to the terms and conditions of this Agreement, from and after the Effective Date until the Termination Date, at every meeting of the Board, or a committee thereof, at which directors of the Company are appointed by the Board or are nominated to stand for election by stockholders of the Company, the Sheffield Group shall have the right, but not the obligation:

(i) to nominate two directors for election to the Board until the first time when the Voting Percentage of the Sheffield Group is less than 12.5%, one of whom shall be a Class I director and the other who shall be a Class II director and shall be an Independent Director; and

(ii) to nominate one director for election to the Board at any time when the aggregate Voting Percentage of the Sheffield Group is less than 12.5% until the first time when the Voting Percentage of the Sheffield Group is less than 5.0%, who shall be a Class I director.

Each such director designated pursuant to Section 2.01(a) is referred to as a "Designated Director". The initial Designated Directors as of the Effective Date are Ryan Dalton and Stephanie Reed.

(b) Subject to Section 2.01(c), the Company shall (1) take all actions (to the extent such actions are permitted by applicable law) to (i) include each Designated Director in the slate of director nominees for election by the Company's stockholders and (ii) include each Designated Director in the proxy statement prepared by the Company in connection with soliciting proxies for every meeting of the stockholders of the Company called with respect to the election of members of the Board, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Board with respect to the election of members of the Board and (2) not publicly oppose or object to the election of any Designated Director.

(c) The Company's obligations pursuant to Sections 2.01(b), (d) and (e) shall be subject to each person designated as a nominee or successor for the Designated Directors, as applicable, providing, fully and completely, (i) any information that is required to be disclosed in any filing or report under the listing standards of the Securities Exchange and applicable law or regulatory guidance or requests, (ii) any information that is required in connection with determining the independence status of the Designated Directors under the listing standards of the Securities Exchange and applicable law, and (iii) if required by applicable law, such individual's written consent to being named in a proxy statement as a nominee and to serving as director if elected.

(d) If a Designated Director is not appointed, nominated or elected to the Board because of such person's death, disability, disqualification, withdrawal as a nominee or for other reason, (i) the Sheffield Group shall be entitled to designate another nominee and shall do so as promptly as practicable following the failure of such Designated Director to be appointed, nominated or elected to the Board and (ii) the director position for which the original Designated Director was nominated shall not be filled pending such designation.

(e) If a vacancy occurs because of the death, disability, disqualification, resignation or removal of a Designated Director or for any other reason, the Sheffield Group shall be entitled to designate such person's successor, and the Company hereby agrees, to the fullest extent permitted by applicable law (including with respect to fiduciary duties under Delaware law), to promptly fill the vacancy with such successor, it being understood that any such successor designee shall serve the remainder of the term of the Designated Director whom such designee replaces. the Sheffield Group shall designate a successor pursuant to this Section 2.01(e) as promptly as practicable following any such vacancy.

(f) In the event that the Sheffield Group shall cease to have the right to designate a Director hereunder, then any current Designated Director shall (i) at the request of a majority of the Directors then in office resign immediately if such resignation would not reasonably be expected to violate such director's fiduciary duties under applicable law, and, upon such request by a majority of the Directors then in office, the Sheffield Group shall take such action as reasonably necessary to facilitate such resignation or (ii) if no such request is made, continue to serve until his or her term expires at the next annual meeting of stockholders of the Company.

ARTICLE III
EFFECTIVENESS AND TERMINATION

Section 3.01 Termination. The rights of Sheffield Group shall terminate upon the earlier to occur of (a) the Termination Date and (b) the delivery of written notice to the Company by the Sheffield Group agreeing to terminate its rights under this Agreement (each a "Termination Trigger"). This Agreement will terminate and be of no further force and effect once a Termination Trigger has occurred.

ARTICLE IV
MISCELLANEOUS

Section 4.01 Notices. All notices, requests, consents and other communications hereunder to any party shall be in writing and shall be personally delivered, sent by nationally recognized overnight courier or mailed by registered or certified mail to such party at the address set forth below, or sent by e-mail transmission (or such other address or contact information as shall be specified by like notice):

If to the Company: Tamboran Resources Corporation
Attn: Eric Dyer; Rohan Vardaro
Suite 01, Level 39, Tower One, International Towers Sydney
100 Barangaroo Avenue, Barangaroo NSW 2000, Australia
eric.dyer@tamboran.com; rohan.vardaro@tamboran.com

If to the Sheffield Group: ***

With copy to: Latham & Watkins LLP
300 Colorado Street, Suite 2400
Austin, TX 78701
Attn: Michael Chambers
michael.chambers@lw.com

Notices will be deemed to have been given hereunder when personally delivered or when receipt of e-mail has been acknowledged by non-automated response, one calendar day after deposit with a nationally recognized overnight courier and five calendar days after deposit in U.S. mail.

Section 4.02 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 4.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall be considered one and the same agreement.

Section 4.04 Entire Agreement; No Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement and supersedes all other prior agreements, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to confer upon any Person, other than the parties hereto, any rights or remedies hereunder.

Section 4.05 Further Assurances. Each party shall execute, deliver, acknowledge and file such other documents and take such further actions as may be reasonably requested from time to time by the other parties hereto to give effect to and carry out the transactions contemplated herein.

Section 4.06 Governing Law; Equitable Remedies. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF). The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions and other equitable remedies to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any of the Selected Courts (as defined below), this being in addition to any other remedy to which they are entitled at law or in equity. Any requirements for the securing or posting of any bond with respect to such remedy are hereby waived by each of the parties hereto. Each party further agrees that, in the event of any action for an injunction or other equitable remedy in respect of such breach or enforcement of specific performance, it will not assert the defense that a remedy at law would be adequate.

Section 4.07 Consent To Jurisdiction. With respect to any suit, action or proceeding ("Proceeding") arising out of or relating to this Agreement, each of the parties hereto hereby irrevocably (a) submits to the non-exclusive jurisdiction of the Court of Chancery of the State of Delaware and the United States District Court for the District of Delaware and the appellate courts therefrom (the "Selected Courts") and waives any objection to venue being laid in the Selected Courts whether based on the grounds of forum non conveniens or otherwise and hereby agrees not to commence any such Proceeding other than before one of the Selected Courts; provided, however, that a party may commence any Proceeding in a court other than a Selected Court solely for the purpose of enforcing an order or judgment issued by one of the Selected Courts; (b) consents to service of process in any Proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized international express carrier or delivery service, to the Company or Sheffield at their respective addresses referred to in Section 4.01 hereof; provided, however, that nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law; and (c) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND AGREES THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT AND TO HAVE ALL MATTERS RELATING TO THIS AGREEMENT BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 4.08 Amendments; Waivers.

(a) No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed, in the case of an amendment, by the Company and Sheffield, or, in the case of a waiver, by the applicable party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 4.09 Assignment

Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party; provided, that Sheffield Holdings shall be entitled to assign its rights hereunder to any member of the Sheffield Group (and any member of the Sheffield Group may assign its rights hereunder to any other member of the Sheffield Group) without the prior written consent of the Company, so long as such party has agreed in writing to be bound by the terms of this Agreement. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Section 4.10 Third Party Beneficiaries

Notwithstanding anything in this Agreement to the contrary, agrees that each member of the Sheffield Group is an express third party beneficiaries of, and may enforce, any of the provisions of this Agreement and that this Agreement shall expressly inure to the benefit of the members of the Sheffield Group and each member of the Sheffield Group shall be entitled to rely on and enforce the provisions of this Agreement and that this Agreement (and any other provision of this Agreement to the extent an amendment, supplement, waiver or other modification of such provision would modify the substance of this Section 4.10) may not be amended, supplemented, modified or waived in a manner that is adverse in any material respect to any material right of the Sheffield Group without the written consent of Sheffield.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

TAMBORAN RESOURCES CORPORATION

By: /s/ Joel Riddle
Name: Joel Riddle
Title: Chief Executive Officer

[Signature Page to Director Nomination Agreement]

SHEFFIELD HOLDINGS, LP
By: Spraberry Interests, LLC, its general partner

By: /s/ Bryan Sheffield
Name: Bryan Sheffield
Title: President

[Signature Page to Director Nomination Agreement]