

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

FORM 8-K/A

CURRENT REPORT

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

Date of Report (Date of earliest event reported): July 27, 2025

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

Delaware
(State or other jurisdiction
of incorporation)

001-42149
(Commission
File Number)

93-4111196
(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	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. ☐

EXPLANATORY NOTE

Tamboran Resources Corporation (the “Company”) is filing this Amendment No. 2 on Form 8-K/A (“Amendment No. 2”) to amend its Current Report on Form 8-K, originally filed with the Securities and Exchange Commission (“SEC”) on July 28, 2025 (the “Original Filing”), as amended by its Amendment No. 1 on Form 8-K/A filed with the SEC on September 9, 2025 (“Amendment No. 1”) for the sole purpose of supplementing Item 5.02 of the Original Filing to include additional disclosure regarding the compensation of Mr. Dick Stoneburner in connection with his appointment as Interim Chief Executive Officer. No other revisions have been made to the Original Filing, and except as provided herein, this Amendment No. 2 does not amend, update, or change any other items or disclosure contained in the Original Filing or Amendment No. 1.

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

As previously reported in the Original Filing, the Company’s board of directors (the “Board”) appointed Mr. Stoneburner, as the Company’s Interim Chief Executive Officer, effective as of July 27, 2025 (the “Transition Date”).

In connection with Mr. Stoneburner’s appointment as Interim Chief Executive Officer, on October 15, 2025, the Company entered into a letter agreement, effective as of the Transition Date, with Mr. Stoneburner (the “Letter Agreement”). The Letter Agreement provides for a six-month term (or if earlier, the date the Company hires a replacement Chief Executive Officer). Mr. Stoneburner shall continue to serve as Chairman of the Board during the term of his service as Interim Chief Executive Officer.

Pursuant to the Letter Agreement, as sole compensation for his services as Interim Chief Executive Officer, the Company will grant Mr. Stoneburner an award of 27,251 shares of the Company’s common stock (calculated by dividing \$500,000 by the 5-day volume weighted average price of the Company’s common stock for the 5-day period ending July 28, 2025), which shall all be fully vested as of the date of grant. This award will be subject to approval by our shareholders.

The foregoing description of the Letter Agreement is qualified in its entirety by reference to the Letter Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	<u>Letter Agreement dated October 15, 2025.</u>
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).

SIGNATURES

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

TAMBORAN RESOURCES CORPORATION

Date: October 17, 2025

By: /s/ Eric Dyer

Eric Dyer

Chief Financial Officer

Tamboran Resources Corporation
Suite 01, Level 39, Tower One, International Towers, Sydney
100 Barangaroo Avenue, Barangaroo, New South Wales, Australia

October 15, 2025

Richard Stoneburner

Sent Via Email

Dear Dick:

This letter sets forth the understanding by and between you and Tamboran Resources Corporation (the “Company”), regarding the terms of your service as Interim Chief Executive Officer, reporting directly to the Board of Directors (the “Board”) of the Company. The Board greatly appreciates your willingness to assist the Company, providing your considerable executive experience and expertise leading the Company during this critical period. As Interim Chief Executive Officer, you will be engaged on a full-time basis and shall have such duties, responsibilities and authorities customarily associated with such position or as are otherwise agreed by you and the Company. Your service with the Company will be “at will,” and either you or the Company may terminate your service as Interim Chief Executive Officer at any time for any reason, with or without cause. The following delineates the terms of your service:

- Term: The term of your service as Interim Chief Executive Officer commenced on July 28, 2025 (the “Start Date”) and will run through the earlier of (i) the six-month anniversary of the Start Date and (ii) the date the Company hires a replacement Chief Executive Officer (the “Term”), or such other date as mutually determined by you and the Company. For clarity, during the Term, you shall continue to serve as the Chairman of the Board.
- Compensation: As the sole compensation for your services as Interim Chief Executive Officer, subject to approval by the Board and, to the extent required by ASX rules, the Company’s shareholders, the Company will grant you an award of 27,251 shares of the Company’s Common Stock (with such number of shares calculated by dividing \$500,000 by the 5-day volume weighted average price of the Company’s common stock for the 5-day period ending July 28, 2025 (the “Share Award”). The Share Award shall be granted under and subject to the terms and conditions of the Company’s 2024 Equity Award Plan, and shall be fully vested as of the date of grant.
- Expenses: During the Term, the Company agrees to reimburse all reasonable business expenses incurred by you consistent with the Company’s policies regarding reimbursement in the performance of your duties as Interim Chief Executive Officer.

This letter contains the entire agreement with regard to the subject matter hereof and supersedes all prior or contemporaneous written or oral representations, agreements and understandings between you and the Company relating to the subject matter hereof. This letter and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of Texas and, where applicable, the laws of the United States, in each case, without reference to conflicts of law principles that would result in the application of the laws of another jurisdiction. The Company shall be entitled to withhold from any amounts payable to you hereunder all federal, state, city or other taxes or deductions that the Company reasonably determines are required to be withheld pursuant to

any applicable law or regulation. This Letter may not be altered, modified, or amended except by written instrument signed by the parties hereto.

Please acknowledge your acceptance of the terms of this letter by signing below and returning a signed copy of this letter within five days of the date of this letter.

Sincerely,

TAMBORAN RESOURCES CORPORATION

/s/ Rohan Vardaro

Name: Rohan Vardaro

Title: Secretary

AGREED AND ACCEPTED:

/s/ Richard Stoneburner

Richard Stoneburner