
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): August 6, 2012



CHENIERE ENERGY, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

1-16383

(Commission File Number)

95-4352386

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

**700 Milam Street
Suite 800**

Houston, Texas

(Address of principal executive offices)

77002

(Zip Code)

Registrant's telephone number, including area code: **(713) 375-5000**

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 (see General Instruction A.2. below):

- 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))

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

On August 6, 2012, the Compensation Committee of the Board of Directors (the "Compensation Committee") of Cheniere Energy, Inc. (the "Company") approved mid-year 2012 base salary increases for each of the executive officers of the Company effective as of July 30, 2012. The Compensation Committee approved these increases to raise the base salary of certain executive officers who were below market compared to similar executive officer positions as reflected in the Company's executive compensation market data described in the Company's definitive proxy statement filed with the Securities and Exchange Commission ("SEC") on April 19, 2012 ("Proxy Statement").

On August 6, 2012, pursuant to the terms of the Company's 2011 - 2013 Bonus Plan (the "Plan") and in connection with Sabine Pass Liquefaction, LLC, an indirect majority owned subsidiary of the Company ("Sabine Pass Liquefaction"), securing financing commitments to fund the cost of constructing the first two liquefaction trains of the proposed liquefaction facilities adjacent to the Sabine Pass LNG terminal in Cameron Parish, Louisiana (the "Project"), the Compensation Committee approved a long-term commercial bonus award ("LTCBA") to be paid from the Long-Term Commercial Bonus Pool ("Bonus Pool") (as defined in the Plan) for each of the executive officers of the Company. The Compensation Committee approved a Bonus Pool consisting of approximately \$60 million in cash and approximately 10 million restricted shares of Company common stock. Pursuant to the terms of the Plan, the Compensation Committee determined the amount of the Bonus Pool based on the entry by Sabine Pass Liquefaction into certain sale and purchase agreements relating to Sabine Pass Liquefaction's sale of liquefied natural gas from the first two liquefaction trains being constructed at the Project. The Plan provides that up to a maximum of 25% of the Bonus Pool ("Long-Term Commercial Cash Award") may be paid in cash and the remainder of the Bonus Pool will be paid in equity in the form of restricted stock ("Restricted Stock Award") of the Company, as determined by the Compensation Committee (the "Percentage Cash Limitation"). In addition, the Plan provides that the Company may not pay more than \$20 million in cash in the aggregate to all participants in the Plan for any performance year (the "Annual Cash Limitation"). The Compensation Committee determined that it was appropriate to grant Long-Term Commercial Cash Awards in excess of the Annual Cash Limitation and Percentage Cash Limitation; however, the aggregate LTCBAs approved under the Plan did not exceed the approved Bonus Pool.

Each executive officer's LTCBA includes a Long-Term Commercial Cash Award and a Restricted Stock Award that were granted on August 9, 2012 and both awards will vest in five installments. Pursuant to the terms of the Plan, the first installment of both the Long-Term Commercial Cash Award and Restricted Stock Award vested upon the issuance by Sabine Pass Liquefaction on August 9, 2012 of a full notice to proceed (the "NTP") to Bechtel Oil, Gas and Chemicals, Inc. ("Bechtel") under the Engineering, Procurement and Construction Agreement dated November 11, 2011 by and between Sabine Pass Liquefaction and Bechtel. The Long-Term Commercial Cash Awards will vest and be paid in five equal annual installments of 20% with the final four 20% installments to vest and be paid on each annual anniversary of the issuance of the NTP. The Restricted Stock Awards will vest as follows: 35% vested upon the issuance of the NTP on August 9, 2012; 10% will vest on the first anniversary of the issuance of the NTP; 15% will vest on the second anniversary of the issuance of the NTP; 15% will vest on the third anniversary of the issuance of the NTP; and 25% will vest on the fourth anniversary of the issuance of the NTP. The executive officers must generally be employed by the Company at the time of vesting or they will forfeit their respective LTCBAs. The forms of grant agreements for the Long-Term Commercial Cash Award and Restricted Stock Award that were approved by the Compensation Committee are attached hereto as Exhibits 10.1 - 10.10 and are incorporated herein by reference. The Compensation Committee also

approved revised forms of grant agreements that may be used periodically by the Company for equity awards to new hires under the Company's 2003 Stock Incentive Plan and 2011 Incentive Plan. These forms of grant agreements are attached hereto as Exhibits 10.11 - 10.14 and are incorporated herein by reference.

The following table sets forth the mid-year 2012 annual base salary and LTCBA for the Company's principal executive officer, principal financial officer and other executive officers who are named in the Summary Compensation Table in the Proxy Statement.

Mid-Year Base Salary Increase and Long-Term Commercial Bonus Award

Executive Officer	2012 Mid-Year Base Salary	Long-Term Commercial Bonus Award	
		Restricted Stock Award	Cash Bonus Award
Charif Souki Chairman, Chief Executive Officer and President	\$800,000	3,500,000	\$21,000,000
Meg A. Gentle Senior Vice President and Chief Financial Officer	\$420,000	500,000	\$3,000,000
H. Davis Thames Senior Vice President - Marketing	\$420,000	500,000	\$3,000,000
Jean Abiteboul ¹ Senior Vice President - International	\$375,000	400,000	\$2,400,000
Greg W. Rayford Senior Vice President and General Counsel	\$375,000	400,000	\$2,400,000

¹ Mr. Abiteboul's base salary is 306,998 EUR. The amount reported in the table represents the U.S. dollar equivalent based on the July 30, 2012 exchange rate of 1 USD to 0.81155 EUR.

Item 9.01 Financial Statements and Exhibits.

d) Exhibits

Exhibit**Number Description**

10.1*	Form of 2011 - 2013 Bonus Plan Long-Term Commercial Cash Award (US - Executive Form)
10.2*	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant under the 2011 Incentive Plan (US - Executive Form)
10.3*	Form of 2011 - 2013 Bonus Plan Long-Term Commercial Cash Award (US Form)
10.4*	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant under the 2011 Incentive Plan (US Form)
10.5*	Form of 2011 - 2013 Bonus Plan Long-Term Commercial Cash Award (UK - Executive Form)
10.6*	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant under the 2011 Incentive Plan (UK - Executive)
10.7*	Form of 2011 - 2013 Bonus Plan Long-Term Commercial Cash Award (UK Form)
10.8*	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant under the 2011 Incentive Plan (UK Form)
10.9*	Form of 2011 - 2013 Bonus Plan Long-Term Commercial Cash Award (US - Consultant/Independent Contractor)
10.10*	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant under the 2011 Incentive Plan (US - Consultant/Independent Contractor)
10.11*	Form of Restricted Stock Grant under the Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (US - New Hire)
10.12*	Form of Restricted Stock Grant under the Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (UK - New Hire)
10.13*	Form of Restricted Stock Grant under the Cheniere Energy, Inc. 2011 Incentive Plan (US - New Hire)
10.14*	Form of Restricted Stock Grant under the Cheniere Energy, Inc. 2011 Incentive Plan (UK - New Hire)

* Filed herewith.

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.

CHENIERE ENERGY, INC.

Date: August 10, 2012

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Title: Senior Vice President and
Chief Financial Officer

EXHIBIT INDEX

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* Filed herewith.

2011-2013 Bonus Plan Long-Term Commercial Award
US - Executive Form

CHENIERE ENERGY, INC.
LONG-TERM COMMERCIAL CASH AWARD

1. **CASH AWARD.** Cheniere Energy, Inc., a Delaware corporation (the "*Company*") hereby awards (*Participant*) a cash bonus in the amount of \$ _____ as a Long-Term Commercial Cash Award (the "*Award*") pursuant to and as described in the Long-Term Commercial Bonus Pool portion of the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "*Bonus Plan*"), effective as of _____, 2012 (the "*Award Date*"). The Award is subject to the terms and conditions of the Bonus Plan and this Award document; provided, however, that in the event of a conflict between any provision of the Bonus Plan and this Award document, the provisions of this Award document shall control. The Award is not vested as of the Award Date, but may become vested and payable as provided herein.

2. **DEFINITIONS.** As used herein, unless the context requires otherwise, the following terms shall have the meanings indicated below.

(a) "**Cause**" means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

(i) the willful commission by Participant of a crime or other act of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate;

(ii) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;

(iii) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or

(iv) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of Participant's habitual absenteeism (other than such failure resulting from Participant's incapacity due to physical or mental illness), which failure has continued for a period of at least thirty days following delivery of a written demand for substantial performance to Participant by the Board which specifically identifies the manner in which the Board believes that Participant has not performed his or her duties.

(b) "**Change of Control**" means the occurrence during the term hereof of any of the following events:

(i) any "person" (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*") and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any of its subsidiaries, (B) any employee benefit plan of the Company or any of its subsidiaries, (C) any Affiliate (as defined in the Cheniere Energy, Inc. 2011 Incentive Plan), (D) a company owned, directly or indirectly, by stockholders of the Company, or (E) an underwriter temporarily holding securities pursuant to an offering of such securities, becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the shares of voting stock of the Company then outstanding;

(ii) the consummation of any merger, organization, business combination or consolidation of the Company or one of its subsidiaries with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combination or consolidation more than 50% of the combined voting power of the voting securities of the Company or the surviving company or the parent of such surviving company;

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

(iv) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquiror, of such assets.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and any successor statute. Reference in the Award to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any Treasury regulations promulgated under such section.

(d) "Disability" means the "disability" of a person as defined in a then effective long-term disability plan maintained by the Company that covers such person or, if such a plan does not exist at any relevant time, the permanent and total disability of a person within the meaning of Section 22(e)(3) of the Code. Section 22(e)(3) of the Code provides that an individual is totally and permanently disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

(e) "Good Reason" means termination of employment with the Company or an Affiliate by Participant under any of the following circumstances, if the Company or such Affiliate fails to cure such circumstances within thirty (30) days after receipt of written notice from Participant (the "Cure Period") to the Company or such Affiliate setting forth a description of such Good Reason (which notice shall be provided by the Participant to the Company or such Affiliate within thirty (30) days following the occurrence of one or more of the following circumstances):

- (i) the removal from or failure to re-elect Participant to the office or position in which he or she last served;
- (ii) the assignment to Participant of any duties, responsibilities, or reporting requirements materially inconsistent with his or her position with the Company or such Affiliate, or any material diminishment, on a cumulative basis, of Participant's overall duties, responsibilities, or status;
- (iii) a material reduction by the Company or such Affiliate in Participant's annual base salary; or
- (iv) the requirement by the Company or such Affiliate that the principal place of business at which Participant performs his or her duties be changed to a location more than fifty (50) miles from his or her current place of business.

In the event that the Company or such Affiliate fails to remedy the condition constituting Good Reason during the applicable Cure Period, the Participant's "separation from service" (within the meaning of Section 409A of the Code) must occur, if at all, within ninety (90) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

3. **VESTING.** Subject to Section 4 hereof, the Award shall vest, subject to the Participant's continued employment with the Company or an Affiliate through the applicable vesting date, in five equal installments as follows (subject to the final sentence in this paragraph): (i) 20 percent of the Award will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 20 percent of the Award will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 20 percent of the Award will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 20 percent of the Award will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion of the Award will vest on the fourth anniversary of the Initial Vesting Date. If Participant's employment with the Company or an Affiliate terminates for any reason, any portion of the Award not then vested shall not vest and shall immediately be forfeited, except as provided otherwise in Section 4 hereof. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Award Date, then the Award will be forfeited back to the Company.

4. **SPECIAL VESTING EVENTS.** Notwithstanding the general vesting provisions of Section 3, the Award shall immediately vest in full upon the occurrence of any of the following events, subject to the Participant's continued employment with the Company or an Affiliate through the applicable event: (i) the Company or an Affiliate terminates Participant's employment without Cause, (ii) Participant terminates his or her employment with the Company or an Affiliate for Good Reason, (iii) Participant dies or incurs a Disability or (iv) a Change of Control.

5. **PAYMENT OF AWARD**. The portion of the Award that becomes vested pursuant to Section 3 hereof shall be paid on the applicable annual vesting date in an amount equal to the portion of the Award that became vested on that date (but in no event later than two and a half months after the end of the calendar year in which the applicable annual vesting date occurs). If the Award becomes vested pursuant to Section 4 hereof, the Award (or portion thereof that becomes vested) will be paid in a single sum payment on the date of the applicable vesting event (but in no event later than two and a half months after the end of the calendar year in which the applicable vesting event occurs), subject to Section 14 hereof.

6. **PAYMENT TO REPRESENTATIVE**. The Participant may appoint any individual or legal entity in writing as his or her beneficiary to receive any amount payable under the Award (to the extent not previously terminated or forfeited) upon the Participant's death or becoming subject to a Disability. The Participant may revoke his or her designation of a beneficiary at any time and appoint a new beneficiary in writing. To be effective, the Participant must complete the designation of a beneficiary or revocation of a beneficiary by written notice to the Company before the date of the Participant's death or Disability. If an amount is payable under the Award as a result of Participant's death, the amount shall be paid to Participant's estate.

7. **NONASSIGNABLE**. No moneys or other property of the Company or obligation or liability of the Company under the Award whether accrued or determined or a determinable amount shall be subject to any claim of any creditor of Participant, Participant's spouse, Participant's beneficiary or Participant's representative under Section 6 above. Neither Participant nor Participant's beneficiary nor any of Participant's representatives under Section 6 above shall have any right to alienate, anticipate, commute, pledge or assign any right or interest under the Award or any payment due Participant, Participant's beneficiary or any of Participant's representatives under Section 6 under the terms of the Award until the same has actually been paid and delivered to Participant, Participant's beneficiary or Participant's representatives under Section 6. Any purported assignment or delegation by the Participant in violation of the foregoing shall be null and void *ab initio* and of no force and effect. The Company may assign this Award to a person or entity that is an Affiliate of the Company or to any successor to all or substantially all of the business and/or assets of the Company, which assumes in writing, or by operation of law, the obligations of the Company hereunder.

8. **PAYMENT FROM GENERAL FUNDS**. Nothing contained in the Award and no action taken pursuant to the provisions of the Award shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and Participant, or Participant's designee or any other person. Any funds which may be paid at some future time under the Award shall for all purposes be a part of the general funds of the Company and no person other than the Company shall by virtue of the provisions of the Award have any interest in such funds. To the extent that any person acquires a right to receive payment from the Company under the Award, such rights shall be no greater than the rights of any unsecured general creditor of the Company. The Award is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

9. **INTERPRETATION.** The Company, acting through the Compensation Committee of the Board, shall have full power and authority to interpret, construe, and administer the Award. The Company's interpretations and construction hereof, and actions hereunder, shall be binding and conclusive on all persons for all purposes. The Company shall not be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Award unless attributable to the Company's own willful misconduct.

10. **TAX WITHHOLDING.** All payments under the terms of the Award shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations.

11. **GOVERNING LAW.** Nothing in the Award (except as expressly provided herein) is intended to confer any rights or remedies on any person other than the Company and Participant (collectively, the "*Parties*"). The Award is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties. Should any provision of the Award be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

12. **INTERPRETIVE MATTERS.** Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Award are inserted for convenience and shall not be deemed a part of the Award granted hereunder for construction or interpretation.

13. **AMENDMENT; WAIVER.** This Award constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. The Award may be amended or modified only by means of a written document or documents signed by the Company and Participant. Any provision for the benefit of the Company contained in the Award may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

14. **SECTION 409A.** The Award is intended to be written, administered, interpreted and construed in a manner such that no payment or benefits provided under the Award become subject to (i) the gross income inclusion set forth within Section 409A(a)(1)(A) of the Code or (ii) the interest and additional tax set forth within Section 409A(a)(1)(B) of the Code (collectively, "*Section 409A Penalties*"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of Section 409A Penalties; provided, however, that the Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under the Award, including without limitation, by reason of the application of Section 409A of the Code. All payments under the Award are intended to be excluded from or to comply with the requirements of Section 409A of the Code and the Award shall be interpreted accordingly. To the extent that the Award is subject to Section 409A of the Code, notwithstanding the other provisions hereof, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that Participant may be eligible to receive under the Award shall be treated

as a separate and distinct payment and shall not collectively be treated as a single payment. Notwithstanding any provision contained in the Bonus Plan or this Award to the contrary, to the extent that the Award is subject to Section 409A of the Code, the Award shall not be paid in connection with the termination of the Participant's employment with the Company or an Affiliate unless such termination of employment constitutes a "separation from service" as such term is defined under Treasury Regulation Section 1.409A-1(h) and any successor provision thereto ("Separation from Service"). Notwithstanding any other provision herein, if the Company determines that (i) at the time of the Participant's Separation from Service the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and (ii) any payments to be provided to the Participant pursuant to the Award are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code ("409A Taxes") if paid at the time such payments are otherwise required under this Award, then such payments shall be delayed until the earlier of (A) the date that is six months after the date of the Participant's Separation from Service or (B) the Participant's death. If the amounts delayed are payable in installments, the delayed payments will be paid on the first day of the seventh month following the date of the Participant's separation from service (or earlier death). The provisions of this Section 14 shall only apply to the minimum extent required to avoid the Participant's incurrence of any 409A Taxes.

15. **NO RIGHT TO CONTINUED EMPLOYMENT.** Nothing in this Award shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

16. **OTHER BENEFITS.** The Award is a special incentive payment to the Participant and shall not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive pension, retirement, insurance or other employee benefit plan of the Company, unless such plan or agreement expressly provides otherwise.

17. **SEVERABILITY.** In the event that any provision of this Award shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Award, and the Award shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein.

18. **COUNTERPARTS.** This Award may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

19. **RIGHT OF SET-OFF.** By accepting this Award, Participant consents to a deduction from and set-off against any amounts owed to the Participant by the Company or any subsidiary or affiliate from time to time (including but not limited to amounts owed to Participant as wages, severance payments, or other fringe benefits) to the extent of the amounts owed to the Company or any subsidiary or affiliate by the Participant (other than if the Participant is subject to the US taxes, from or against amounts of non-qualified deferred compensation subject to Code Section 409A).

IN WITNESS WHEREOF, the Company has executed the Award as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Award subject to all of the terms and provisions hereof. I acknowledge and agree that the Award shall vest and become payable, if at all, only during the period of my continued employment with the Company or as otherwise provided in the Award (not through the act of issuing the Award).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award
US - Executive Form

CHENIERE ENERGY, INC.
2011 INCENTIVE PLAN
RESTRICTED STOCK GRANT

1. **Grant of Restricted Shares.** Cheniere Energy, Inc., a Delaware corporation (the "Company"), hereby grants to _____ ("Participant") all rights, title and interest in the record and beneficial ownership of _____ shares (the "Restricted Shares") of common stock, \$0.003 par value per share, of the Company ("Common Stock"), subject to the conditions described in this grant of Restricted Stock (this "Grant") and in the Company's 2011 Incentive Plan (the "Plan"). The Restricted Shares are granted on _____, 2012 (the "Grant Date") pursuant to the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "Bonus Plan"). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. **Effect of the Plan.** The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document or between any provision of the Bonus Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. **Issuance and Transferability.** The Restricted Shares may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration with the Company's transfer agent or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of the Restricted Shares, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 11 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. The Restricted Shares are not transferable except by will or the laws of descent and distribution or as otherwise permitted under Section 16(f) of the Plan. References to Participant, to the extent relevant in the context, shall include references to authorized transferees. Any transfer in violation of this Section 3 shall be void and of no force or effect, and shall result in the immediate forfeiture of all unvested Restricted Shares. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided in Section 16(f) of the Plan.

4. Risk of Forfeiture. Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. Vesting. The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in such installments and on such dates as follows (subject to the final sentence in this paragraph): (i) 35 percent of the Restricted Shares will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 10 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 15 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 15 percent of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion (25 percent) of the Restricted Shares will vest on the fourth anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control, (b) the Company or an Affiliate terminates Participant's employment without Cause (as defined below), (c) Participant terminates his or her employment with the Company or an Affiliate for Good Reason (as defined below) or (d) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Grant Date, then all Restricted Shares will be forfeited back to the Company.

For purposes of this Grant, the term “Cause” means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

- (a) the willful commission by Participant of a crime or other act of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate;
- (b) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;
- (c) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or
- (d) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of Participant's habitual absenteeism (other than such failure resulting from Participant's incapacity due to physical or mental illness), which failure has continued for a period of at least thirty days following delivery of a written demand for substantial performance to Participant by the Board which specifically identifies the manner in which the Board believes that Participant has not performed his or her duties.

For purposes of this Grant, the term “Good Reason” means termination of employment with the Company or an Affiliate by Participant under any of the following circumstances, if the Company or such Affiliate fails to cure such circumstances within thirty (30) days after receipt of written notice from Participant (the “Cure Period”) to the Company or such Affiliate setting forth a description of such Good Reason (which notice shall be provided by the Participant to the Company or such Affiliate within thirty (30) days following the occurrence of one or more of the following circumstances):

- (a) the removal from or failure to re-elect Participant to the office or position in which he or she last served;
- (b) the assignment to Participant of any duties, responsibilities, or reporting requirements materially inconsistent with his or her position with the Company or an Affiliate, or any material diminishment, on a cumulative basis, of Participant's overall duties, responsibilities, or status;
- (c) a material reduction by the Company or an Affiliate in Participant's annual base salary; or
- (d) the requirement by the Company or an Affiliate that the principal place of business at which Participant performs his or her duties be changed to a location more than fifty (50) miles from his or her current place of business.

In the event that the Company or an Affiliate fails to remedy the condition constituting Good Reason during the applicable Cure Period, the Participant's “separation from service” (within the meaning of Section 409A of the Code) must occur, if at all, within ninety (90) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Reorganization of the Company. Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan ("Recapitalization Events"), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

9. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan.

10. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

11. Withholding of Taxes. All payments under the terms of the Grant shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. Participant agrees that, if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3, such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

12. No Guarantee of Tax Consequences. The Grant is intended to be exempt from or to comply with the requirements of Section 409A of the Code and the Grant shall be interpreted accordingly. The Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Grant.

13. Severability; Interpretive Matters. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

14. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

15. Governing Law. The Grant shall be construed in accordance with and governed by the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

16. No Right To Continued Employment. Nothing in this Grant shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

17. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Grant subject to all of the terms and provisions hereof. I acknowledge and agree that the Grant shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in the Grant (not through the act of issuing the Grant).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award
US - Form

Cheniere Energy, Inc.
LONG-TERM COMMERCIAL CASH AWARD

1. **CASH AWARD.** Cheniere Energy, Inc., a Delaware corporation (the “Company”) hereby awards _____ (“Participant”) a cash bonus in the amount of \$ _____ as a Long-Term Commercial Cash Award (the “Award”) pursuant to and as described in the Long-Term Commercial Bonus Pool portion of the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the “Bonus Plan”), effective as of _____, 2012 (the “Award Date”). The Award is subject to the terms and conditions of the Bonus Plan and this Award document; provided, however, that in the event of a conflict between any provision of the Bonus Plan and this Award document, the provisions of this Award document shall control. The Award is not vested as of the Award Date, but may become vested and payable as provided herein.
2. **DEFINITIONS.** As used herein, unless the context requires otherwise, the following terms shall have the meanings indicated below.
- (a) “Cause” means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:
- (i) the willful commission by Participant of a crime or other act of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate;
 - (ii) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;
 - (iii) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or
 - (iv) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of Participant's habitual absenteeism.
- (b) “Change of Control” means the occurrence during the term hereof of any of the following events:
- (i) any “person” (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any of its subsidiaries, (B) any employee benefit plan of the Company or any of its subsidiaries, (C) any Affiliate (as defined in the Cheniere Energy, Inc. 2011 Incentive Plan), (D) a company owned, directly or indirectly, by stockholders of the Company, or (E) an underwriter temporarily holding securities pursuant to an offering of such securities, becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the shares of voting stock of the Company then outstanding;

(ii) the consummation of any merger, organization, business combination or consolidation of the Company or one of its subsidiaries with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combination or consolidation more than 50% of the combined voting power of the voting securities of the Company or the surviving company or the parent of such surviving company;

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

(iv) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquirer, of such assets.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and any successor statute. Reference in the Award to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any Treasury regulations promulgated under such section.

(d) "Disability" means the "disability" of a person as defined in a then effective long-term disability plan maintained by the Company that covers such person or, if such a plan does not exist at any relevant time, the permanent and total disability of a person within the meaning of Section 22(e)(3) of the Code. Section 22(e)(3) of the Code provides that an individual is totally and permanently disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

3. **VESTING.** Subject to Section 4 hereof, the Award shall vest, subject to the Participant's continued employment with the Company or an Affiliate through the applicable vesting date, in five equal installments as follows (subject to the final sentence in this paragraph): (i) 20 percent of the Award will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project"), (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 20 percent of the Award will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 20 percent of the Award will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 20 percent of the Award will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion of the Award will vest on the fourth anniversary of the Initial Vesting Date. If Participant's employment with the Company or an Affiliate terminates for any reason, any portion of the Award not then vested shall not vest and shall immediately be

forfeited, except as provided otherwise in Section 4 hereof. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Award Date, then the Award will be forfeited back to the Company.

4. **SPECIAL VESTING EVENTS.** Notwithstanding the general vesting provisions of Section 3, the Award shall immediately vest in full upon the occurrence of any of the following events, subject to the Participant's continued employment with the Company or an Affiliate through the applicable event: (i) the Company or an Affiliate terminates Participant's employment without Cause, (ii) Participant dies or incurs a Disability or (iii) a Change of Control.

5. **PAYMENT OF AWARD.** The portion of the Award that becomes vested pursuant to Section 3 hereof shall be paid on the applicable annual vesting date in an amount equal to the portion of the Award that became vested on that date (but in no event later than two and a half months after the end of the calendar year in which the applicable annual vesting date occurs). If the Award becomes vested pursuant to Section 4 hereof, the Award (or portion thereof that becomes vested) will be paid in a single sum payment on the date of the applicable vesting event (but in no event later than two and a half months after the end of the calendar year in which the applicable vesting event occurs), subject to Section 14 hereof.

6. **PAYMENT TO REPRESENTATIVE.** The Participant may appoint any individual or legal entity in writing as his or her beneficiary to receive any amount payable under the Award (to the extent not previously terminated or forfeited) upon the Participant's death or becoming subject to a Disability. The Participant may revoke his or her designation of a beneficiary at any time and appoint a new beneficiary in writing. To be effective, the Participant must complete the designation of a beneficiary or revocation of a beneficiary by written notice to the Company before the date of the Participant's death or Disability. If an amount is payable under the Award as a result of Participant's death, the amount shall be paid to Participant's estate.

7. **NONASSIGNABLE.** No moneys or other property of the Company or obligation or liability of the Company under the Award whether accrued or determined or a determinable amount shall be subject to any claim of any creditor of Participant, Participant's spouse, Participant's beneficiary or Participant's representative under Section 6 above. Neither Participant nor Participant's beneficiary nor any of Participant's representatives under Section 6 above shall have any right to alienate, anticipate, commute, pledge or assign any right or interest under the Award or any payment due Participant, Participant's beneficiary or any of Participant's representatives under Section 6 under the terms of the Award until the same has actually been paid and delivered to Participant, Participant's beneficiary or Participant's representatives under Section 6. Any purported assignment or delegation by the Participant in violation of the foregoing shall be null and void *ab initio* and of no force and effect. The Company may assign this Award to a person or entity that is an Affiliate of the Company or to any successor to all or substantially all of the business and/or assets of the Company, which assumes in writing, or by operation of law, the obligations of the Company hereunder.

8. **PAYMENT FROM GENERAL FUNDS.** Nothing contained in the Award and no action taken pursuant to the provisions of the Award shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and Participant, or Participant's designee or any other person. Any funds which may be paid at some future time under the Award shall for all purposes be a part of the general funds of the Company and no person other than the Company shall by virtue of the provisions of the Award have any interest in such funds. To the extent that any person acquires a right to receive payment from the Company under the Award, such rights shall be no greater than the rights of any unsecured general creditor of the Company. The Award is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

9. **INTERPRETATION.** The Company, acting through the Compensation Committee of the Board, shall have full power and authority to interpret, construe, and administer the Award. The Company's interpretations and construction hereof, and actions hereunder, shall be binding and conclusive on all persons for all purposes. The Company shall not be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Award unless attributable to the Company's own willful misconduct.

10. **TAX WITHHOLDING.** All payments under the terms of the Award shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations.

11. **GOVERNING LAW.** Nothing in the Award (except as expressly provided herein) is intended to confer any rights or remedies on any person other than the Company and Participant (collectively, the "Parties"). The Award is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties. Should any provision of the Award be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

12. **INTERPRETIVE MATTERS.** Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Award are inserted for convenience and shall not be deemed a part of the Award granted hereunder for construction or interpretation.

13. **AMENDMENT; WAIVER.** This Award constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. The Award may be amended or modified only by means of a written document or documents signed by the Company and Participant. Any provision for the benefit of the Company contained in the Award may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

14. **SECTION 409A.** The Award is intended to be written, administered, interpreted and construed in a manner such that no payment or benefits provided under the Award become subject to (i) the gross income inclusion set forth within Section 409A(a)(1)(A) of the Code or (ii) the interest and additional tax set forth within Section 409A(a)(1)(B) of the Code (collectively, "Section 409A Penalties"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of Section 409A Penalties; provided, however, that the Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under the Award, including without limitation, by reason of the application of Section 409A of the Code. All payments under the Award are intended to be excluded from or to comply with the requirements of Section 409A of the Code and the Award shall be interpreted accordingly. To the extent that the Award is subject to Section 409A of the Code, notwithstanding the other provisions hereof, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that Participant may be eligible to receive under the Award shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment. Notwithstanding any provision contained in the Bonus Plan or this Award to the contrary, to the extent that the Award is subject to Section 409A of the Code, the Award shall not be paid in connection with the termination of the Participant's employment with the Company or an Affiliate unless such termination of employment constitutes a "separation from service" as such term is defined under Treasury Regulation Section 1.409A-1(h) and any successor provision thereto ("Separation from Service"). Notwithstanding any other provision herein, if the Company determines that (i) at the time of the Participant's Separation from Service the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and (ii) any payments to be provided to the Participant pursuant to the Award are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code ("409A Taxes") if paid at the time such payments are otherwise required under this Award, then such payments shall be delayed until the earlier of (A) the date that is six months after the date of the Participant's Separation from Service or (B) the Participant's death. If the amounts delayed are payable in installments, the delayed payments will be paid on the first day of the seventh month following the date of the Participant's separation from service (or earlier death). The provisions of this Section 14 shall only apply to the minimum extent required to avoid the Participant's incurrence of any 409A Taxes.

15. **NO RIGHT TO CONTINUED EMPLOYMENT.** Nothing in this Award shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

16. **OTHER BENEFITS.** The Award is a special incentive payment to the Participant and shall not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive pension, retirement, insurance or other employee benefit plan of the Company, unless such plan or agreement expressly provides otherwise.

17. **SEVERABILITY.** In the event that any provision of this Award shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Award, and the Award shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein.

18. **COUNTERPARTS.** This Award may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

19. **RIGHT OF SET-OFF.** By accepting this Grant, Participant consents to a deduction from and set-off against any amounts owed to the Participant by the Company or any subsidiary or affiliate from time to time (including but not limited to amounts owed to Participant as wages, severance payments, or other fringe benefits) to the extent of the amounts owed to the Company or any subsidiary or affiliate by the Participant (other than if the Participant is subject to the US taxes, from or against amounts of non-qualified deferred compensation subject to Code Section 409A).

IN WITNESS WHEREOF, the Company has executed the Award as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Award subject to all of the terms and provisions hereof. I acknowledge and agree that the Award shall vest and become payable, if at all, only during the period of my continued employment with the Company or as otherwise provided in the Award (not through the act of issuing the Award).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award
US Form

CHENIERE ENERGY, INC.
2011 INCENTIVE PLAN
RESTRICTED STOCK GRANT

1. **Grant of Restricted Shares.** Cheniere Energy, Inc., a Delaware corporation (the "Company"), hereby grants to _____ ("Participant") all rights, title and interest in the record and beneficial ownership of _____ shares (the "Restricted Shares") of common stock, \$0.003 par value per share, of the Company ("Common Stock"), subject to the conditions described in this grant of Restricted Stock (this "Grant") and in the Company's 2011 Incentive Plan (the "Plan"). The Restricted Shares are granted on _____, 2012 (the "Grant Date") pursuant to the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "Bonus Plan"). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. **Effect of the Plan.** The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document or between any provision of the Bonus Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. **Issuance and Transferability.** The Restricted Shares may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration with the Company's transfer agent or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of the Restricted Shares, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 11 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. The Restricted Shares are not transferable except by will or the laws of descent and distribution or as otherwise permitted under Section 16(f) of the Plan. References to Participant, to the extent relevant in the context, shall include references to authorized transferees. Any transfer in violation of this Section 3 shall be void and of no force or effect, and shall result in the immediate forfeiture of all unvested Restricted Shares. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided in Section 16(f) of the Plan.

4. Risk of Forfeiture. Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. Vesting. The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in such installments and on such dates as follows (subject to the final sentence in this paragraph): (i) 35 percent of the Restricted Shares will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 10 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 15 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 15 percent of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion (25 percent) of the Restricted Shares will vest on the fourth anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control, (b) the Company or an Affiliate terminates Participant's employment without Cause (as defined below) or (c) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Grant Date, then all Restricted Shares will be forfeited back to the Company.

For purposes of this Grant, the term “Cause” means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

- (a) the willful commission by Participant of a crime or other act of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate;
- (b) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;
- (c) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or
- (d) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of the Participant's habitual absenteeism.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Reorganization of the Company. Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan (“Recapitalization Events”), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

9. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan.

10. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

11. Withholding of Taxes. All payments under the terms of the Grant shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. Participant agrees that, if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3 such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

12. No Guarantee of Tax Consequences. The Grant is intended to be exempt from or to comply with the requirements of Section 409A of the Code and the Grant shall be interpreted accordingly. The Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Grant.

13. Severability; Interpretive Matters. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

14. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

15. Governing Law. The Grant shall be construed in accordance with and governed by the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

16. No Right To Continued Employment. Nothing in this Grant shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

17. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Grant subject to all of the terms and provisions hereof. I acknowledge and agree that the Grant shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in the Grant (not through the act of issuing the Grant).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award
UK Executive

Cheniere Energy, Inc.
LONG-TERM COMMERCIAL CASH AWARD

1. **CASH AWARD.** Cheniere Energy, Inc., a Delaware corporation (the "Company") hereby awards _____ ("Participant") a cash bonus in the amount of \$ _____ as a Long-Term Commercial Cash Award (the "Award") pursuant to and as described in the Long-Term Commercial Bonus Pool portion of the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "Bonus Plan"), effective as of _____, 2012 (the "Award Date"). The Award is subject to the terms and conditions of the Bonus Plan and this Award document; provided, however, that in the event of a conflict between any provision of the Bonus Plan and this Award document, the provisions of this Award document shall control. The Award is not vested as of the Award Date, but may become vested and payable as provided herein.

2. **DEFINITIONS.** As used herein, unless the context requires otherwise, the following terms shall have the meanings indicated below.

(a) "**Cause**" means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

(i) the willful commission by Participant of a crime or other act (or repeated acts) of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate or which constitute a repudiatory breach of the Participant's contract of employment (or any other agreement under which Participant is engaged);

(ii) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;

(iii) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or

(iv) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of Participant's habitual absenteeism.

(b) "**Change of Control**" means the occurrence during the term hereof of any of the following events:

(i) any "person" (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any of its subsidiaries, (B) any employee benefit plan of the Company or any of its subsidiaries, (C) any Affiliate (as defined in the Cheniere Energy, Inc. 2011 Incentive Plan), (D) a company owned, directly or indirectly, by stockholders of the Company, or (E) an underwriter temporarily holding securities pursuant to an offering of such securities, becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the shares of voting stock of the Company then outstanding;

(ii) the consummation of any merger, organization, business combination or consolidation of the Company or one of its subsidiaries with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combination or consolidation more than 50% of the combined voting power of the voting securities of the Company or the surviving company or the parent of such surviving company;

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

(iv) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquirer, of such assets.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and any successor statute. Reference in the Award to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any Treasury regulations promulgated under such section.

(d) "Disability" means the "disability" of a person as defined in a then effective long-term disability plan maintained by the Company that covers such person or, if such a plan does not exist at any relevant time, the permanent and total disability of a person within the meaning of Section 22(e)(3) of the Code. Section 22(e)(3) of the Code provides that an individual is totally and permanently disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months

(e) "Good Reason" means termination of employment with the Company or an Affiliate by Participant under any of the following circumstances, if the Company or such Affiliate fails to cure such circumstances within thirty (30) days after receipt of written notice from Participant (the "Cure Period") to the Company or such Affiliate setting forth a description of such Good Reason (which notice shall be provided by the Participant to the Company or such Affiliate within thirty (30) days following the occurrence of one or more of the following circumstances):

- (i) the removal from or failure to re-elect Participant to the office or position in which he or she last served;
- (ii) the assignment to Participant of any duties, responsibilities, or reporting requirements materially inconsistent with his or her position with the Company or an Affiliate, or any material diminishment, on a cumulative basis, of Participant's overall duties, responsibilities, or status; or
- (iii) a material reduction by the Company or an Affiliate in Participant's annual base salary.

In the event that the Company or an Affiliate fails to remedy the condition constituting Good Reason during the applicable Cure Period, the Participant's "separation from service" (within the meaning of Section 409A of the Code) must occur, if at all, within ninety (90) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

3. **VESTING.** Subject to Section 4 hereof, the Award shall vest, subject to the Participant's continued employment with the Company or an Affiliate through the applicable vesting date, in five equal installments as follows (subject to the final sentence in this paragraph): (i) 20 percent of the Award will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 20 percent of the Award will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 20 percent of the Award will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 20 percent of the Award will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion of the Award will vest on the fourth anniversary of the Initial Vesting Date. If Participant's employment with the Company or an Affiliate terminates for any reason, any portion of the Award not then vested shall not vest and shall immediately be forfeited, except as provided otherwise in Section 4 hereof. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Award Date, then the Award will be forfeited back to the Company.

4. **SPECIAL VESTING EVENTS.** Notwithstanding the general vesting provisions of Section 3, the Award shall immediately vest in full upon the occurrence of any of the following events, subject to the Participant's continued employment with the Company or an Affiliate through the applicable event: (i) the Company or an Affiliate terminates Participant's employment without Cause, (ii) Participant terminates his or her employment with the Company or an Affiliate for Good Reason, (iii) Participant dies or incurs a Disability or (iv) a Change of Control.

5. **PAYMENT OF AWARD.** The portion of the Award that becomes vested pursuant to Section 3 hereof shall be paid on the applicable annual vesting date in an amount equal to the portion of the Award that became vested on that date (but in no event later than two and a half months after the end of the calendar year in which the applicable annual vesting date occurs). If the Award becomes vested pursuant to Section 4 hereof, the Award (or portion thereof that becomes vested) will be paid in a single sum payment on the date of the applicable vesting event (but in no event later than two and a half months after the end of the calendar year in which the applicable vesting event occurs), subject to Section 14 hereof.

6. **PAYMENT TO REPRESENTATIVE.** The Participant may appoint any individual or legal entity in writing as his or her beneficiary to receive any amount payable under the Award (to the extent not previously terminated or forfeited) upon the Participant's death or becoming subject to a Disability. The Participant may revoke his or her designation of a beneficiary at any time and appoint a new beneficiary in writing. To be effective, the Participant must complete the designation of a beneficiary or revocation of a beneficiary by written notice to the Company before the date of the Participant's death or Disability. If an amount is payable under the Award as a result of Participant's death, the amount shall be paid to Participant's estate.

7. **Limitation on Rights.** The Bonus Plan has been established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Bonus Plan and this Award. Participant's participation in the Bonus Plan does not create a right to further employment with the Company or any of its subsidiaries and does not interfere with the ability of the Company or Participant's employer to terminate Participant's employment relationship at any time with or without cause. Participant's participation in the Bonus Plan is voluntary. The future value of the Award is unknown and cannot be predicted with certainty. No claim or entitlement to compensation or damages arises from forfeiture or termination of the Award or diminution in value of the Award and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise. Except as otherwise provide in Section 3 hereof, in the event of Participant's termination of employment with the Company or Participant's employer, Participant's right to the Award under the Bonus Plan will terminate effective as of (i) the date that Participant is no longer employed or (ii) if earlier, the date the Participant gives or receives notice for termination of employment.

8. **No Right to Future Awards.** This Award is voluntary and occasional and does not create any contractual or other right to receive future Awards (as defined under the Bonus Plan) or benefits in lieu of this Award even if Awards have been granted repeatedly in the past. All decisions with respect to future grants of Awards, if any, will be at the sole discretion of the Company. The Awards granted under the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company and are outside the scope of Participant's employment contract, if any.

9. **Extraordinary Item of Compensation.** This Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits or similar payments. Moreover, insofar as Participant is an employee of Company or any Affiliate, Participant's participation in the Plan and the rights hereunder are not part of Participant's employment or contract of employment with Company or any Affiliate. In the event the Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company; and furthermore, this Award will not be interpreted to form an employment contract with Participant's employer or any subsidiary or affiliate of the Company.

10. **Reorganization of the Company.** The existence of this Award shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. **NONASSIGNABLE.** No moneys or other property of the Company or obligation or liability of the Company under the Award whether accrued or determined or a determinable amount shall be subject to any claim of any creditor of Participant, Participant's spouse, Participant's beneficiary or Participant's representative under Section 6 above. Neither Participant nor Participant's beneficiary nor any of Participant's representatives under Section 6 above shall have any right to alienate, anticipate, commute, pledge or assign any right or interest under the Award or any payment due Participant, Participant's beneficiary or any of Participant's representatives under Section 6 under the terms of the Award until the same has actually been paid and delivered to Participant, Participant's beneficiary or Participant's representatives under Section 6. Any purported assignment or delegation by the Participant in violation of the foregoing shall be null and void *ab initio* and of no force and effect. The Company may assign this Award to a person or entity that is an Affiliate of the Company or to any successor to all or substantially all of the business and/or assets of the Company, which assumes in writing, or by operation of law, the obligations of the Company hereunder.

12. **PAYMENT FROM GENERAL FUNDS.** Nothing contained in the Award and no action taken pursuant to the provisions of the Award shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and Participant, or Participant's designee or any other person. Any funds which may be paid at some future time under the Award shall for all purposes be a part of the general funds of the Company and no person other than the Company shall by virtue of the provisions of the Award have any interest in such funds. To the extent that any person acquires a right to receive payment from the Company under the Award, such rights shall be no greater than the rights of any unsecured general creditor of the Company. The Award is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

13. **INTERPRETATION.** The Company, acting through the Compensation Committee of the Board, shall have full power and authority to interpret, construe, and administer the Award. The Company's interpretations and construction hereof, and actions hereunder, shall be binding and conclusive on all persons for all purposes. The Company shall not be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Award unless attributable to the Company's own willful misconduct.

14. **Tax Reporting and Tax Payment Liability.** Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("*Tax-Related Items*"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company and/or Participant's employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award or vesting of and (b) do not commit to structure the terms of the Award to reduce or eliminate Participant's liability for Tax-Related Items.

Prior to the vesting of the Award, Participant shall pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding and payment on account obligations of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer to withhold all applicable Tax-Related Items legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's. Participant shall pay to the Company or Participant's employer any amount of Tax-Related Items that the Company or the Participant's employer may be required to withhold as a result of Participant's participation in the Bonus Plan. The Company may refuse to deliver the Award if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Paragraph 14.

15. **Authorization of Withholding, Deduction of Payment Within 30 Days.** Participant agrees and authorizes that any withholding deduction or payment indicated above must occur within 30 days of the receipt of the Award. Participant acknowledges that failure to withhold, deduct or pay income tax within the 30-day period may result in an additional income tax charge arising.

16. **Data Privacy Consent.** Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this document by and among, as applicable, Participant's employer and the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Bonus Plan. Participant understands that the Company and Participant's employer hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, or any other entitlement to the Award, canceled, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Bonus Plan ("*Data*"). Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Bonus Plan, that these recipients may be located in Participant's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Vice President of Human Resources and Administration. Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Bonus Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit the Award. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Bonus Plan. Participant understands that Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Vice President of Human Resources and Administration. Participant understands, however, that refusing or withdrawing of consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant may contact the Company's Vice President of Human

17. **GOVERNING LAW.** Nothing in the Award (except as expressly provided herein) is intended to confer any rights or remedies on any person other than the Company and Participant (collectively, the "*Parties*"). The Award is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties. Should any provision of the Award be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

18. **INTERPRETIVE MATTERS.** Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Award are inserted for convenience and shall not be deemed a part of the Award granted hereunder for construction or interpretation.

19. **AMENDMENT; WAIVER.** This Award constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. The Award may be amended or modified only by means of a written document or documents signed by the Company and Participant. Any provision for the benefit of the Company contained in the Award may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

20. **SECTION 409A.** The Award is intended to be written, administered, interpreted and construed in a manner such that no payment or benefits provided under the Award become subject to (i) the gross income inclusion set forth within Section 409A(a)(1)(A) of the Code or (ii) the interest and additional tax set forth within Section 409A(a)(1)(B) of the Code (collectively, "*Section 409A Penalties*"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of Section 409A Penalties; provided, however, that the Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under the Award, including without limitation, by reason of the application of Section 409A of the Code. All payments under the Award are intended to be excluded from or to comply with the requirements of Section 409A of the Code and the Award shall be interpreted accordingly. To the extent that the Award is subject to Section 409A of the Code, notwithstanding the other provisions hereof, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that Participant may be eligible to receive under the Award shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment. Notwithstanding any provision contained in the Bonus Plan or this Award to the contrary, to the extent that the Award is subject to Section 409A of the Code, the Award shall not be paid in connection with the termination of the Participant's employment with the Company or an Affiliate unless such termination of employment constitutes a "separation from service" as such term is defined under Treasury Regulation Section 1.409A-1(h) and any successor provision thereto ("*Separation from Service*"). Notwithstanding any other provision herein, if the Company determines that (i) at the time of the Participant's Separation from Service the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and (ii) any payments to be provided to the Participant pursuant to the Award are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code ("*409A Taxes*") if paid at the time such payments are otherwise required under this Award, then such payments

shall be delayed until the earlier of (A) the date that is six months after the date of the Participant's Separation from Service or (B) the Participant's death. If the amounts delayed are payable in installments, the delayed payments will be paid on the first day of the seventh month following the date of the Participant's separation from service (or earlier death). The provisions of this Section 14 shall only apply to the minimum extent required to avoid the Participant's incurrence of any 409A Taxes.

21. **OTHER BENEFITS.** The Award is a special incentive payment to the Participant and shall not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive pension, retirement, insurance or other employee benefit plan of the Company, unless such plan or agreement expressly provides otherwise.

22. **SEVERABILITY.** In the event that any provision of this Award shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Award, and the Award shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein.

23. **COUNTERPARTS.** This Award may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

24. **RIGHT OF SET-OFF.** By accepting this Award, Participant consents to a deduction from and set-off against any amounts owed to the Participant by the Company or any subsidiary or affiliate from time to time (including but not limited to amounts owed to Participant as wages, severance payments, or other fringe benefits) to the extent of the amounts owed to the Company or any subsidiary or affiliate by the Participant (other than if the Participant is subject to the US taxes, from or against amounts of non-qualified deferred compensation subject to Code Section 409A).

IN WITNESS WHEREOF, the Company has executed the Award as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Award subject to all of the terms and provisions hereof. I acknowledge and agree that the Award shall vest and become payable, if at all, only during the period of my continued employment with the Company or as otherwise provided in the Award (not through the act of issuing the Award).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award
UK Executive

CHENIERE ENERGY, INC.
2011 INCENTIVE PLAN
U.K. RESTRICTED STOCK GRANT

1. **Grant of Restricted Shares.** Cheniere Energy, Inc., a Delaware corporation (the “Company”), hereby grants to _____ (“Participant”) all rights, title and interest in the record and beneficial ownership of _____ shares (the “Restricted Shares”) of common stock, \$0.003 par value per share, of the Company (“Common Stock”), subject to the conditions described in this grant of Restricted Shares (the “Grant”) and in the Company's 2011 Incentive Plan (the “Plan”). The Restricted Shares are granted on _____, 2012 pursuant to the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the “Bonus Plan”) effective as of the effective date of your Grant (the “Grant Date”). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. **Effect of the Plan.** The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document or between any provision of the Bonus Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. **Issuance and Transferability.** Restricted Shares awarded under the Plan may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of Restricted Shares granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 14 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to such shares, including the right to vote and the right to receive dividends or other distributions

paid or made with respect to such shares. Such shares are not transferable except by will or as otherwise permitted under Section 16(f) of the Plan. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided by Section 16(f) of the Plan.

4. Risk of Forfeiture. Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. Vesting. The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in such installments and on such dates as follows (subject to the final sentence in this paragraph): (i) 35 percent of the Restricted Shares will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 10 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 15 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 15 percent of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion (25 percent) of the Restricted Shares will vest on the fourth anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control, (b) the Company or an Affiliate terminates Participant's employment without Cause (as defined below), (c) Participant terminates his or her employment with the Company or an Affiliate for Good Reason (as defined below) or (d) the death or Disability of Participant while performing Continuous

Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Grant Date, then all Restricted Shares will be forfeited back to the Company.

For purposes of this Grant, the term "Cause" means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

(a) the willful commission by Participant of a crime or other act (or repeated acts) of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate or which constitute a repudiatory breach of the Participant's contract of employment (or any other agreement under which Participant is engaged);

(b) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;

(c) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or

(d) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of Participant's habitual absenteeism.

For purposes of this Grant, the term “Good Reason” means termination of employment with the Company or an Affiliate by Participant under any of the following circumstances, if the Company or such Affiliate fails to cure such circumstances within thirty (30) days after receipt of written notice from Participant (the “Cure Period”) to the Company or such Affiliate setting forth a description of such Good Reason (which notice shall be provided by the Participant to the Company or such Affiliate within thirty (30) days following the occurrence of one or more of the following circumstances):

(a) the removal from or failure to re-elect Participant to the office or position in which he or she last served;

(b) the assignment to Participant of any duties, responsibilities, or reporting requirements materially inconsistent with his or her position with the Company or an Affiliate, or any material diminishment, on a cumulative basis, of Participant's overall duties, responsibilities, or status; or

(c) a material reduction by the Company or an Affiliate in Participant's annual base salary.

In the event that the Company or an Affiliate fails to remedy the condition constituting Good Reason during the applicable Cure Period, the Participant's “separation from service” (within the meaning of Section 409A of the Code) must occur, if at all, within ninety (90) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Limitation on Rights. The Plan has been established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Plan and this Grant. Participant's participation in the Plan does not create a right to further employment with the Company or any of its subsidiaries and does not interfere with the ability of the Company or Participant's employer to terminate Participant's employment relationship at any time with or without cause. Participant's participation in the Plan is voluntary. The future value of the Restricted Shares is unknown and cannot be predicted with certainty. No claim or entitlement to compensation or damages arises from forfeiture or termination of the Restricted Shares or diminution in value of the Restricted Shares and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise. Except as otherwise provide in Section 5 hereof, in the event of Participant's termination of employment with the Company or

Participant's employer, Participant's right to the Restricted Shares under the Plan will terminate effective as of (i) the date that Participant is no longer employed or (ii) if earlier, the date the Participant gives or receives notice for termination of employment.

8. No Right to Future Grants. This Grant is voluntary and occasional and does not create any contractual or other right to receive future Restricted Shares or other Awards (as defined under the Plan) or benefits in lieu of this Grant even if Restricted Shares or other Awards have been granted repeatedly in the past. All decisions with respect to future grants of Restricted Shares or other Awards, if any, will be at the sole discretion of the Company. The Restricted Shares granted under the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company and are outside the scope of Participant's employment contract, if any.

9. Extraordinary Item of Compensation. This Grant is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits or similar payments. Moreover, insofar as Participant is an employee of the Company or any Affiliate, Participant's participation in the Plan and the rights hereunder are not part of Participant's employment or contract of employment with the Company or any Affiliate. In the event the Participant is not an employee of the Company, this Grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore, this Grant will not be interpreted to form an employment contract with Participant's employer or any subsidiary or affiliate of the Company.

10. Reorganization of the Company. Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan ("Recapitalization Events"), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

12. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with the securities law or any other applicable laws, rules or regulations, or with this document or the terms of the Plan.

13. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

14. Tax Reporting and Tax Payment Liability. Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company and/or Participant's employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the grant or vesting of the Restricted Shares and the subsequent sale of shares of Common Stock and (b) do not commit to structure the terms of the Grant or any aspect of the Restricted Shares to reduce or eliminate Participant's liability for Tax-Related Items.

Prior to the vesting of the Restricted Shares, Participant shall pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding and payment on account obligations of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer to withhold all applicable Tax-Related Items legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's employer or from proceeds of the sale of shares of Common Stock acquired upon the vesting of the Restricted Shares. Participant shall pay to the Company or Participant's employer any amount of Tax-Related Items that the Company or the Participant's employer may be required to withhold as a result of Participant's participation in the Plan. The Company may refuse to deliver shares of Common Stock upon the vesting of Restricted Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Paragraph 14.

If the Company so requires, Participant shall enter into an election under section 431 of the Income Tax (Earnings and Pensions) Act 2003. Upon the making of such election, the Company and/or Participant's employer shall have the right to take any action as may be necessary to comply with related reporting obligations and withholding obligations in respect of income tax and National Insurance Contributions which may arise from the making of such election.

If the Participant is also subject to US taxes, the Participant agrees that (a) if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements and (b) the Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3 such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

15. Assumption of Employer NIC Liability. By accepting this Grant, to the extent allowable by applicable law, Participant consents to and agrees to satisfy any liability the Company and/or any subsidiary realizes with respect to Secondary Class 1 National Insurance Contribution payments required to be paid by the Company and/or any subsidiary in connection with the vesting of the Restricted Shares or subsequent sale of the underlying Common Stock. Participant authorizes the Company or any subsidiary to withhold any such Secondary Class 1 National Insurance Contributions from the payroll or the sale of a sufficient number of shares of Common Stock upon vesting of the Restricted Shares. In the alternative, Participant agrees to make payment on demand for such contributions by cash or check to the Company or any subsidiary that will remit such contributions to HM Revenue & Customs. If additional consents and/or any elections are required to accomplish the foregoing, Participant agrees to provide them promptly upon request. If the foregoing is not allowed under applicable law, the Company may rescind the grant of Restricted Shares.

16. Authorization of Withholding, Deduction of Payment Within 30 Days. Participant agrees and authorizes that any withholding deduction or payment indicated above must occur within 30 days of the vesting of the Restricted Shares. Participant acknowledges that failure to withhold, deduct or pay income tax within the 30-day period may result in an additional income tax charge arising.

17. Data Privacy Consent. Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this document by and among, as applicable, Participant's employer and the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and Participant's employer hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Shares or any other entitlement to shares of Common Stock awarded, canceled, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan (“Data”). Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Participant's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Vice President of Human Resources and Administration. Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares of Common Stock acquired upon vesting of the Restricted Shares. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Vice President of Human Resources and Administration. Participant understands, however, that refusing or withdrawing of consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant may contact the Company's Vice President of Human Resources and Administration.

18. Severability. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

19. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

20. Governing Law. The Grant shall be construed in accordance with the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law.

21. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Grant subject to all of the terms and provisions hereof. I acknowledge and agree that the Grant shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in the Grant (not through the act of issuing the Grant).

Jean Abiteboul

2011-2013 Bonus Plan Long-Term Commercial Award
UK Form

Cheniere Energy, Inc.
LONG-TERM COMMERCIAL CASH AWARD

1. **CASH AWARD.** Cheniere Energy, Inc., a Delaware corporation (the "Company") hereby awards (Participant) a cash bonus in the amount of \$ _____ as a Long-Term Commercial Cash Award (the "Award") pursuant to and as described in the Long-Term Commercial Bonus Pool portion of the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "Bonus Plan"), effective as of _____, 2012 (the "Award Date"). The Award is subject to the terms and conditions of the Bonus Plan and this Award document; provided, however, that in the event of a conflict between any provision of the Bonus Plan and this Award document, the provisions of this Award document shall control. The Award is not vested as of the Award Date, but may become vested and payable as provided herein.

2. **DEFINITIONS.** As used herein, unless the context requires otherwise, the following terms shall have the meanings indicated below.

(a) "**Cause**" means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

(i) the willful commission by Participant of a crime or other act (or repeated acts) of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate or which constitute a repudiatory breach of the Participant's contract of employment (or any other agreement under which Participant is engaged);

(ii) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;

(iii) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or

(iv) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of Participant's habitual absenteeism.

(b) "**Change of Control**" means the occurrence during the term hereof of any of the following events:

(i) any "person" (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any of its subsidiaries, (B) any employee benefit plan of the Company or any of its subsidiaries, (C) any Affiliate (as defined in the Cheniere Energy, Inc. 2011 Incentive Plan), (D) a company owned, directly or indirectly, by stockholders of the Company, or (E) an underwriter temporarily holding securities pursuant to an offering of such securities, becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the shares of voting stock of the Company then outstanding;

(ii) the consummation of any merger, organization, business combination or consolidation of the Company or one of its subsidiaries with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combination or consolidation more than 50% of the combined voting power of the voting securities of the Company or the surviving company or the parent of such surviving company;

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

(iv) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquirer, of such assets.

(c) "*Code*" means the Internal Revenue Code of 1986, as amended, and any successor statute. Reference in the Award to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any Treasury regulations promulgated under such section.

(d) "*Disability*" means the "disability" of a person as defined in a then effective long-term disability plan maintained by the Company that covers such person or, if such a plan does not exist at any relevant time, the permanent and total disability of a person within the meaning of Section 22(e)(3) of the Code. Section 22(e)(3) of the Code provides that an individual is totally and permanently disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

3. **VESTING.** Subject to Section 4 hereof, the Award shall vest, subject to the Participant's continued employment with the Company or an Affiliate through the applicable vesting date, in five equal installments as follows (subject to the final sentence in this paragraph): (i) 20 percent of the Award will vest on the day (the "*Initial Vesting Date*") construction commences on the Sabine Pass liquefaction project (the "*Project*") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 20 percent of the Award will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 20 percent of the Award will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 20 percent of the Award will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion of the Award will vest on the fourth anniversary of the Initial Vesting Date. If Participant's employment with the Company or an Affiliate terminates for any reason, any portion of the Award not then vested shall not vest and shall immediately be forfeited, except as provided otherwise in Section 4 hereof. Notwithstanding anything herein to the contrary,

in the event that full notice to proceed is not delivered within one (1) calendar year of the Award Date, then the Award will be forfeited back to the Company.

4. **SPECIAL VESTING EVENTS.** Notwithstanding the general vesting provisions of Section 3, the Award shall immediately vest in full upon the occurrence of any of the following events, subject to the Participant's continued employment with the Company or an Affiliate through the applicable event: (i) the Company or an Affiliate terminates Participant's employment without Cause, (ii) Participant dies or incurs a Disability or (iii) a Change of Control.

5. **PAYMENT OF AWARD.** The portion of the Award that becomes vested pursuant to Section 3 hereof shall be paid on the applicable annual vesting date in an amount equal to the portion of the Award that became vested on that date (but in no event later than two and a half months after the end of the calendar year in which the applicable annual vesting date occurs). If the Award becomes vested pursuant to Section 4 hereof, the Award (or portion thereof that becomes vested) will be paid in a single sum payment on the date of the applicable vesting event (but in no event later than two and a half months after the end of the calendar year in which the applicable vesting event occurs), subject to Section 14 hereof.

6. **PAYMENT TO REPRESENTATIVE.** The Participant may appoint any individual or legal entity in writing as his or her beneficiary to receive any amount payable under the Award (to the extent not previously terminated or forfeited) upon the Participant's death or becoming subject to a Disability. The Participant may revoke his or her designation of a beneficiary at any time and appoint a new beneficiary in writing. To be effective, the Participant must complete the designation of a beneficiary or revocation of a beneficiary by written notice to the Company before the date of the Participant's death or Disability. If an amount is payable under the Award as a result of Participant's death, the amount shall be paid to Participant's estate.

7. **Limitation on Rights.** The Bonus Plan has been established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Bonus Plan and this Award. Participant's participation in the Bonus Plan does not create a right to further employment with the Company or any of its subsidiaries and does not interfere with the ability of the Company or Participant's employer to terminate Participant's employment relationship at any time with or without cause. Participant's participation in the Bonus Plan is voluntary. The future value of the Award is unknown and cannot be predicted with certainty. No claim or entitlement to compensation or damages arises from forfeiture or termination of the Award or diminution in value of the Award and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise. Except as otherwise provide in Section 3 hereof, in the event of Participant's termination of employment with the Company or Participant's employer, Participant's right to the Award under the Bonus Plan will terminate effective as of (i) the date that Participant is no longer employed or (ii) if earlier, the date the Participant gives or receives notice for termination of employment.

8. **No Right to Future Awards.** This Award is voluntary and occasional and does not create any contractual or other right to receive future Awards (as defined under the Bonus Plan) or benefits in lieu of this Award even if Awards have been granted repeatedly in the past. All decisions with respect to future grants of Awards, if any, will be at the sole discretion of the Company. The Awards granted under the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company and are outside the scope of Participant's employment contract, if any.

9. **Extraordinary Item of Compensation.** This Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits or similar payments. Moreover, insofar as Participant is an employee of Company or any Affiliate, Participant's participation in the Plan and the rights hereunder are not part of Participant's employment or contract of employment with Company or any Affiliate. In the event the Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company; and furthermore, this Award will not be interpreted to form an employment contract with Participant's employer or any subsidiary or affiliate of the Company.

10. **Reorganization of the Company.** The existence of this Award shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. **NONASSIGNABLE.** No moneys or other property of the Company or obligation or liability of the Company under the Award whether accrued or determined or a determinable amount shall be subject to any claim of any creditor of Participant, Participant's spouse, Participant's beneficiary or Participant's representative under Section 6 above. Neither Participant nor Participant's beneficiary nor any of Participant's representatives under Section 6 above shall have any right to alienate, anticipate, commute, pledge or assign any right or interest under the Award or any payment due Participant, Participant's beneficiary or any of Participant's representatives under Section 6 under the terms of the Award until the same has actually been paid and delivered to Participant, Participant's beneficiary or Participant's representatives under Section 6. Any purported assignment or delegation by the Participant in violation of the foregoing shall be null and void *ab initio* and of no force and effect. The Company may assign this Award to a person or entity that is an Affiliate of the Company or to any successor to all or substantially all of the business and/or assets of the Company, which assumes in writing, or by operation of law, the obligations of the Company hereunder.

12. **PAYMENT FROM GENERAL FUNDS.** Nothing contained in the Award and no action taken pursuant to the provisions of the Award shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and Participant, or Participant's designee or any other person. Any funds which may be paid at some future time under the Award shall for all purposes be a part of the general funds of the Company and no person other than the Company shall by virtue of the provisions of the Award have any interest in such funds. To the extent that any person acquires a right to receive payment from the Company under the Award, such rights shall be no greater than the rights of any unsecured general creditor of the Company. The Award is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

13. **INTERPRETATION.** The Company, acting through the Compensation Committee of the Board, shall have full power and authority to interpret, construe, and administer the Award. The Company's interpretations and construction hereof, and actions hereunder, shall be binding and conclusive on all persons for all purposes. The Company shall not be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Award unless attributable to the Company's own willful misconduct.

14. **Tax Reporting and Tax Payment Liability.** Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("*Tax-Related Items*"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company and/or Participant's employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award or vesting of and (b) do not commit to structure the terms of the Award to reduce or eliminate Participant's liability for Tax-Related Items.

Prior to the vesting of the Award, Participant shall pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding and payment on account obligations of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer to withhold all applicable Tax-Related Items legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's. Participant shall pay to the Company or Participant's employer any amount of Tax-Related Items that the Company or the Participant's employer may be required to withhold as a result of Participant's participation in the Bonus Plan. The Company may refuse to deliver the Award if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Paragraph 14.

15. **Authorization of Withholding, Deduction of Payment Within 30 Days.** Participant agrees and authorizes that any withholding deduction or payment indicated above must occur within 30 days of the receipt of the Award. Participant acknowledges that failure to withhold, deduct or pay income tax within the 30-day period may result in an additional income tax charge arising.

16. **Data Privacy Consent.** Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this document by and among, as applicable, Participant's employer and the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Bonus Plan. Participant understands that the Company and Participant's employer hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, or any other entitlement to the Award, canceled, vested, unvested or outstanding in Participant's favor, for the purpose of

implementing, administering and managing the Bonus Plan ("Data"). Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Bonus Plan, that these recipients may be located in Participant's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Vice President of Human Resources and Administration. Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Bonus Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit the Award. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Bonus Plan. Participant understands that Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Vice President of Human Resources and Administration. Participant understands, however, that refusing or withdrawing of consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant may contact the Company's Vice President of Human Resources and Administration.

17. **GOVERNING LAW.** Nothing in the Award (except as expressly provided herein) is intended to confer any rights or remedies on any person other than the Company and Participant (collectively, the "Parties"). The Award is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties. Should any provision of the Award be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

18. **INTERPRETIVE MATTERS.** Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Award are inserted for convenience and shall not be deemed a part of the Award granted hereunder for construction or interpretation.

19. **AMENDMENT; WAIVER.** This Award constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. The Award may be amended or modified only by means of a written document or documents signed by the Company and Participant. Any provision for the benefit of the Company contained in the Award may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

20. **SECTION 409A.** The Award is intended to be written, administered, interpreted and construed in a manner such that no payment or benefits provided under the Award become subject to (i) the gross income inclusion set forth within Section 409A(a)(1)(A) of the Code or (ii) the interest and additional tax set forth within Section 409A(a)(1)(B) of the Code (collectively, "Section 409A Penalties"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of Section 409A Penalties; provided, however, that the Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under the Award, including without limitation, by reason of the application of Section 409A of the Code. All payments under the Award are intended to be excluded from or to comply with the requirements of Section 409A of the Code and the Award shall be interpreted accordingly. To the extent that the Award is subject to Section 409A of the Code, notwithstanding the other provisions hereof, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that Participant may be eligible to receive under the Award shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment. Notwithstanding any provision contained in the Bonus Plan or this Award to the contrary, to the extent that the Award is subject to Section 409A of the Code, the Award shall not be paid in connection with the termination of the Participant's employment with the Company or an Affiliate unless such termination of employment constitutes a "separation from service" as such term is defined under Treasury Regulation Section 1.409A-1(h) and any successor provision thereto ("Separation from Service"). Notwithstanding any other provision herein, if the Company determines that (i) at the time of the Participant's Separation from Service the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and (ii) any payments to be provided to the Participant pursuant to the Award are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code ("409A Taxes") if paid at the time such payments are otherwise required under this Award, then such payments shall be delayed until the earlier of (A) the date that is six months after the date of the Participant's Separation from Service or (B) the Participant's death. If the amounts delayed are payable in installments, the delayed payments will be paid on the first day of the seventh month following the date of the Participant's separation from service (or earlier death). The provisions of this Section 14 shall only apply to the minimum extent required to avoid the Participant's incurrence of any 409A Taxes.

21. **OTHER BENEFITS.** The Award is a special incentive payment to the Participant and shall not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive pension, retirement, insurance or other employee benefit plan of the Company, unless such plan or agreement expressly provides otherwise.

22. **SEVERABILITY.** In the event that any provision of this Award shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Award, and the Award shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein.

23. **COUNTERPARTS.** This Award may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

24. **RIGHT OF SET-OFF.** By accepting this Award, Participant consents to a deduction from and set-off against any amounts owed to the Participant by the Company or any subsidiary or affiliate from time to time (including but not limited to amounts owed to Participant as wages, severance payments, or other fringe benefits) to the extent of the amounts owed to the Company or any subsidiary or affiliate by the Participant (other than if the Participant is subject to the US taxes, from or against amounts of non-qualified deferred compensation subject to Code Section 409A).

IN WITNESS WHEREOF, the Company has executed the Award as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Award subject to all of the terms and provisions hereof. I acknowledge and agree that the Award shall vest and become payable, if at all, only during the period of my continued employment with the Company or as otherwise provided in the Award (not through the act of issuing the Award).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award

CHENIERE ENERGY, INC.
2011 INCENTIVE PLAN
U.K. RESTRICTED STOCK GRANT

1. **Grant of Restricted Shares.** Cheniere Energy, Inc., a Delaware corporation (the "Company"), hereby grants to _____ ("Participant") all rights, title and interest in the record and beneficial ownership of _____ shares (the "Restricted Shares") of common stock, \$0.003 par value per share, of the Company ("Common Stock"), subject to the conditions described in this grant of Restricted Shares (the "Grant") and in the Company's 2011 Incentive Plan (the "Plan"). The Restricted Shares are granted on _____, 2012 pursuant to the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "Bonus Plan") effective as of the effective date of your Grant (the "Grant Date"). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. **Effect of the Plan.** The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document or between any provision of the Bonus Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. **Issuance and Transferability.** Restricted Shares awarded under the Plan may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of Restricted Shares granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 14 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with

respect to such shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. Such shares are not transferable except by will or as otherwise permitted under Section 16(f) of the Plan. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided by Section 16(f) of the Plan.

4. Risk of Forfeiture. Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. Vesting. The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in such installments and on such dates as follows (subject to the final sentence in this paragraph): (i) 35 percent of the Restricted Shares will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement,

dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 10 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 15 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 15 percent of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion (25 percent) of the Restricted Shares will vest on the fourth anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control, (b) the Company or an Affiliate terminates Participant's employment without Cause (as defined below), or (c) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Grant Date, then all Restricted Shares will be forfeited back to the Company.

For purposes of this Grant, the term "Cause" means termination of employment with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

- (a) the willful commission by Participant of a crime or other act (or repeated acts) of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate or which constitute a repudiatory breach of the Participant's contract of employment (or any other agreement under which Participant is engaged);
- (b) the commission by Participant of an act of fraud in the performance of Participant's duties on behalf of the Company or an Affiliate;
- (c) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or

(d) the continuing and repeated failure of Participant to perform the duties of Participant to the Company or an Affiliate, including by reason of Participant's habitual absenteeism.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Limitation on Rights. The Plan has been established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Plan and this Grant. Participant's participation in the Plan does not create a right to further employment with the Company or any of its subsidiaries and does not interfere with the ability of the Company or Participant's employer to terminate Participant's employment relationship at any time with or without cause. Participant's participation in the Plan is voluntary. The future value of the Restricted Shares is unknown and cannot be predicted with certainty. No claim or entitlement to compensation or damages arises from forfeiture or termination of the Restricted Shares or diminution in value of the Restricted Shares and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise. Except as otherwise provide in Section 5 hereof, in the event of Participant's termination of employment with the Company or Participant's employer, Participant's right to the Restricted Shares under the Plan will terminate effective as of (i) the date that Participant is no longer employed or (ii) if earlier, the date the Participant gives or receives notice for termination of employment.

8. No Right to Future Grants. This Grant is voluntary and occasional and does not create any contractual or other right to receive future Restricted Shares or other Awards (as defined under the Plan) or benefits in lieu of this Grant even if Restricted Shares or other Awards have been granted repeatedly in the past. All decisions with respect to future grants of Restricted Shares or other Awards, if any, will be at the sole discretion of the Company. The Restricted Shares granted under the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company and are outside the scope of Participant's employment contract, if any.

9. Extraordinary Item of Compensation. This Grant is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits or similar payments. Moreover, insofar as Participant is an employee of the Company or any Affiliate, Participant's participation in the Plan and the rights hereunder are not part of Participant's employment or contract of employment with the Company or any Affiliate. In the event the Participant is not an employee of the Company, this Grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore, this Grant will not be interpreted to form an employment contract with Participant's employer or any subsidiary or affiliate of the Company.

10. Reorganization of the Company. Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan ("Recapitalization Events"), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

12. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with the securities law or any other applicable laws, rules or regulations, or with this document or the terms of the Plan.

13. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

14. Tax Reporting and Tax Payment Liability. Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company and/or Participant's employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the grant or vesting of the Restricted Shares and the subsequent sale of shares of Common Stock and (b) do not commit to structure the terms of the Grant or any aspect of the Restricted Shares to reduce or eliminate Participant's liability for Tax-Related Items.

Prior to the vesting of the Restricted Shares, Participant shall pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding and payment on account obligations of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer to withhold all applicable Tax-Related Items legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's employer or from proceeds of the sale of shares of Common Stock acquired upon the vesting of the Restricted Shares. Participant shall pay to the Company or Participant's employer any amount of Tax-Related Items that the Company or the Participant's employer may be required to withhold as a result of Participant's participation in the Plan. The Company may refuse to deliver shares of Common Stock upon the vesting of

Restricted Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Paragraph 14.

If the Company so requires, Participant shall enter into an election under section 431 of the Income Tax (Earnings and Pensions) Act 2003. Upon the making of such election, the Company and/or Participant's employer shall have the right to take any action as may be necessary to comply with related reporting obligations and withholding obligations in respect of income tax and National Insurance Contributions which may arise from the making of such election.

If the Participant is also subject to US taxes, the Participant agrees that (a) if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements and (b) the Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3 such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

15. Assumption of Employer NIC Liability. By accepting this Grant, to the extent allowable by applicable law, Participant consents to and agrees to satisfy any liability the Company and/or any subsidiary realizes with respect to Secondary Class 1 National Insurance Contribution payments required to be paid by the Company and/or any subsidiary in connection with the vesting of the Restricted Shares or subsequent sale of the underlying Common Stock. Participant authorizes the Company or any subsidiary to withhold any such Secondary Class 1 National Insurance Contributions from the payroll or the sale of a sufficient number of shares of Common Stock upon vesting of the Restricted Shares. In the alternative, Participant agrees to make payment on demand for such contributions by cash or check to the Company or any subsidiary that will remit such contributions to HM Revenue & Customs. If additional consents and/or any elections are required to accomplish the foregoing, Participant agrees to provide them promptly upon request. If the foregoing is not allowed under applicable law, the Company may rescind the grant of Restricted Shares.

16. Authorization of Withholding, Deduction of Payment Within 30 Days. Participant agrees and authorizes that any withholding deduction or payment indicated above must occur within 30 days of the vesting of the Restricted Shares. Participant acknowledges that failure to withhold, deduct or pay income tax within the 30-day period may result in an additional income tax charge arising.

17. Data Privacy Consent. Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this document by and among, as applicable, Participant's employer and the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and Participant's employer hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Shares or any other entitlement to shares of Common Stock awarded, canceled, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan ("Data"). Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Participant's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Vice President of Human Resources and Administration. Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of

implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares of Common Stock acquired upon vesting of the Restricted Shares. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Vice President of Human Resources and Administration. Participant understands, however, that refusing or withdrawing of consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant may contact the Company's Vice President of Human Resources and Administration.

18. Severability. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

19. **Crediting Par Value.** In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

20. **Governing Law.** The Grant shall be construed in accordance with the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law.

21. **Counterparts.** This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Grant subject to all of the terms and provisions hereof. I acknowledge and agree that the Grant shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in the Grant (not through the act of issuing the Grant).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award
US - Consultant / Independent Contractor

Cheniere Energy, Inc.
LONG-TERM COMMERCIAL CASH AWARD

1. **CASH AWARD.** Cheniere Energy, Inc., a Delaware corporation (the "Company") hereby awards (Participant) a cash bonus in the amount of \$ _____ as a Long-Term Commercial Cash Award (the "Award") pursuant to and as described in the Long-Term Commercial Bonus Pool portion of the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "Bonus Plan"), effective as of _____, 2012 (the "Award Date"). The Award is subject to the terms and conditions of the Bonus Plan and this Award document; provided, however, that in the event of a conflict between any provision of the Bonus Plan and this Award document, the provisions of this Award document shall control. The Award is not vested as of the Award Date, but may become vested and payable as provided herein.

2. **DEFINITIONS.** As used herein, unless the context requires otherwise, the following terms shall have the meanings indicated below.

(a) "**Cause**" means termination of services with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

(i) the willful commission by Participant of a crime or other act of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate;

(ii) the commission by Participant of an act of fraud in the performance of Participant's services on behalf of the Company or an Affiliate;

(iii) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or

(iv) the continuing and repeated failure of Participant to perform services for the Company or an Affiliate, including by reason of Participant's habitual absenteeism.

For the avoidance of doubt, a termination of Participant's service with the Company or an Affiliate as a result of the termination or expiration of an applicable consulting agreement without Cause (as defined above) shall be treated as a termination of services by the Company without Cause for purposes of this Award; provided, however, that the termination or expiration of the consulting agreement following an offer by the Company or an Affiliate to extend or renew such consulting agreement on substantially similar or better terms and conditions shall not be deemed to be a termination of services by the Company without Cause.

(b) "**Change of Control**" means the occurrence during the term hereof of any of the following events:

(i) any "person" (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any of its subsidiaries, (B) any employee benefit plan of the Company or any of its subsidiaries, (C) any Affiliate (as defined in the Cheniere Energy, Inc. 2011 Incentive

Plan), (D) a company owned, directly or indirectly, by stockholders of the Company, or (E) an underwriter temporarily holding securities pursuant to an offering of such securities, becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the shares of voting stock of the Company then outstanding;

(ii) the consummation of any merger, organization, business combination or consolidation of the Company or one of its subsidiaries with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combination or consolidation more than 50% of the combined voting power of the voting securities of the Company or the surviving company or the parent of such surviving company;

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

(iv) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquiror, of such assets.

(c) “*Code*” means the Internal Revenue Code of 1986, as amended, and any successor statute. Reference in the Award to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any Treasury regulations promulgated under such section.

(d) “*Disability*” means the “disability” of a person as defined in a then effective long-term disability plan maintained by the Company that covers such person or, if such a plan does not exist at any relevant time, the permanent and total disability of a person within the meaning of Section 22(e)(3) of the Code. Section 22(e)(3) of the Code provides that an individual is totally and permanently disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

3. **VESTING.** Subject to Section 4 hereof, the Award shall vest, subject to the Participant's continued services with the Company or an Affiliate through the applicable vesting date, in five equal installments as follows (subject to the final sentence in this paragraph): (i) 20 percent of the Award will vest on the day (the "*Initial Vesting Date*") construction commences on the Sabine Pass liquefaction project (the "*Project*") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 20 percent of the Award will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 20 percent of the Award will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 20 percent of the Award will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion of the Award will vest on the fourth anniversary of the Initial Vesting Date. If Participant's service with the Company or an Affiliate terminates for any reason, any portion of the Award not then vested shall not vest and shall immediately be forfeited, except as provided otherwise in Section 4 hereof. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Award Date, then the Award will be forfeited back to the Company.

4. **SPECIAL VESTING EVENTS.** Notwithstanding the general vesting provisions of Section 3, the Award shall immediately vest in full upon the occurrence of any of the following events, subject to the Participant's continued service with the Company or an Affiliate through the applicable event: (i) the Company or an Affiliate terminates Participant's service without Cause, (ii) Participant dies or incurs a Disability or (iii) a Change of Control.

5. **PAYMENT OF AWARD.** The portion of the Award that becomes vested pursuant to Section 3 hereof shall be paid on the applicable annual vesting date in an amount equal to the portion of the Award that became vested on that date (but in no event later than two and a half months after the end of the calendar year in which the applicable annual vesting date occurs). If the Award becomes vested pursuant to Section 4 hereof, the Award (or portion thereof that becomes vested) will be paid in a single sum payment on the date of the applicable vesting event (but in no event later than two and a half months after the end of the calendar year in which the applicable vesting event occurs), subject to Section 14 hereof.

6. **PAYMENT TO REPRESENTATIVE.** The Participant may appoint any individual or legal entity in writing as his or her beneficiary to receive any amount payable under the Award (to the extent not previously terminated or forfeited) upon the Participant's death or becoming subject to a Disability. The Participant may revoke his or her designation of a beneficiary at any time and appoint a new beneficiary in writing. To be effective, the Participant must complete the designation of a beneficiary or revocation of a beneficiary by written notice to the Company before the date of the Participant's death or Disability. If an amount is payable under the Award as a result of Participant's death, the amount shall be paid to Participant's estate.

7. **NONASSIGNABLE.** No moneys or other property of the Company or obligation or liability of the Company under the Award whether accrued or determined or a determinable amount shall be subject to any claim of any creditor of Participant, Participant's spouse, Participant's beneficiary or Participant's representative under Section 6 above. Neither Participant nor Participant's beneficiary nor any of Participant's representatives under Section 6 above shall have any right to alienate, anticipate, commute, pledge or assign any right or interest under the Award or any payment due Participant, Participant's beneficiary or any of Participant's representatives under Section 6 under the terms of the Award until the same has actually been paid and delivered to Participant, Participant's beneficiary or Participant's representatives under Section 6. Any purported assignment or delegation by the Participant in violation of the foregoing shall be null and

void *ab initio* and of no force and effect. The Company may assign this Award to a person or entity that is an Affiliate of the Company or to any successor to all or substantially all of the business and/or assets of the Company, which assumes in writing, or by operation of law, the obligations of the Company hereunder.

8. **PAYMENT FROM GENERAL FUNDS.** Nothing contained in the Award and no action taken pursuant to the provisions of the Award shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and Participant, or Participant's designee or any other person. Any funds which may be paid at some future time under the Award shall for all purposes be a part of the general funds of the Company and no person other than the Company shall by virtue of the provisions of the Award have any interest in such funds. To the extent that any person acquires a right to receive payment from the Company under the Award, such rights shall be no greater than the rights of any unsecured general creditor of the Company. The Award is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

9. **INTERPRETATION.** The Company, acting through the Compensation Committee of the Board, shall have full power and authority to interpret, construe, and administer the Award. The Company's interpretations and construction hereof, and actions hereunder, shall be binding and conclusive on all persons for all purposes. The Company shall not be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Award unless attributable to the Company's own willful misconduct.

10. **TAX WITHHOLDING.** All payments under the terms of the Award shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations.

11. **GOVERNING LAW.** Nothing in the Award (except as expressly provided herein) is intended to confer any rights or remedies on any person other than the Company and Participant (collectively, the "Parties"). The Award is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties. Should any provision of the Award be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

12. **INTERPRETIVE MATTERS.** Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Award are inserted for convenience and shall not be deemed a part of the Award granted hereunder for construction or interpretation.

13. **AMENDMENT; WAIVER.** This Award constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. The Award may be amended or modified only by means of a written document or documents signed by the Company and Participant. Any provision for the benefit of the Company contained in the Award may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

14. **SECTION 409A.** The Award is intended to be written, administered, interpreted and construed in a manner such that no payment or benefits provided under the Award become subject to (i) the gross income inclusion set forth within Section 409A(a)(1)(A) of the Code or (ii) the interest and additional tax set forth within Section 409A(a)(1)(B) of the Code (collectively, "Section 409A Penalties"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of Section 409A Penalties; provided, however, that the Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under the Award, including without limitation, by reason of the application of Section 409A of the Code. All payments under the Award are intended to be excluded from or to comply with the requirements of Section 409A of the Code and the Award shall be interpreted accordingly. To the extent that the Award is subject to Section 409A of the Code, notwithstanding the other provisions hereof, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that Participant may be eligible to receive under the Award shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment. Notwithstanding any provision contained in the Bonus Plan or this Award to the contrary, to the extent that the Award is subject to Section 409A of the Code, the Award shall not be paid in connection with the termination of the Participant's service with the Company or an Affiliate unless such termination constitutes a "separation from service" as such term is defined under Treasury Regulation Section 1.409A-1(h) and any successor provision thereto ("Separation from Service"). Notwithstanding any other provision herein, if the Company determines that (i) at the time of the Participant's Separation from Service the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and (ii) any payments to be provided to the Participant pursuant to the Award are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code ("409A Taxes") if paid at the time such payments are otherwise required under this Award, then such payments shall be delayed until the earlier of (A) the date that is six months after the date of the Participant's Separation from Service or (B) the Participant's death. If the amounts delayed are payable in installments, the delayed payments will be paid on the first day of the seventh month following the date of the Participant's separation from service (or earlier death). The provisions of this Section 14 shall only apply to the minimum extent required to avoid the Participant's incurrence of any 409A Taxes.

15. **NO RIGHT TO CONTINUED SERVICE.** Nothing in this Award shall confer upon the Participant any right to continued service with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's services at any time.

16. **OTHER BENEFITS.** The Award is a special incentive payment to the Participant and shall not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive pension, retirement, insurance or other employee benefit plan of the Company, unless such plan or agreement expressly provides otherwise.

17. **SEVERABILITY.** In the event that any provision of this Award shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Award, and the Award shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein.

18. **COUNTERPARTS.** This Award may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

19. **RIGHT OF SET-OFF.** By accepting this Grant, Participant consents to a deduction from and set-off against any amounts owed to the Participant by the Company or any subsidiary or affiliate from time to time (including but not limited to amounts owed to Participant as wages, severance payments, or other fringe benefits) to the extent of the amounts owed to the Company or any subsidiary or affiliate by the Participant (other than if the Participant is subject to the US taxes, from or against amounts of non-qualified deferred compensation subject to Code Section 409A).

IN WITNESS WHEREOF, the Company has executed the Award as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Award subject to all of the terms and provisions hereof. I acknowledge and agree that the Award shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in the Award (not through the act of issuing the Award).

Participant

2011-2013 Bonus Plan Long-Term Commercial Award
US - Consultant / Independent Contractor

CHENIERE ENERGY, INC.
2011 INCENTIVE PLAN
RESTRICTED STOCK GRANT

1. **Grant of Restricted Shares.** Cheniere Energy, Inc., a Delaware corporation (the "Company"), hereby grants to _____ ("Participant") all rights, title and interest in the record and beneficial ownership of _____ shares (the "Restricted Shares") of common stock, \$0.003 par value per share, of the Company ("Common Stock"), subject to the conditions described in this grant of Restricted Stock (this "Grant") and in the Company's 2011 Incentive Plan (the "Plan"). The Restricted Shares are granted on _____, 2012 (the "Grant Date") pursuant to the Cheniere Energy, Inc. 2011-2013 Bonus Plan (the "Bonus Plan"). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. **Effect of the Plan.** The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document or between any provision of the Bonus Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. **Issuance and Transferability.** The Restricted Shares may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration with the Company's transfer agent or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of the Restricted Shares, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 11 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. The Restricted Shares are not transferable except by will or the laws of descent and distribution or as otherwise permitted under Section 16(f) of the Plan. References to Participant, to the extent relevant in the context, shall include references to authorized transferees. Any transfer in violation of this Section 3 shall be void and of no force or effect, and shall result in the immediate forfeiture of all unvested Restricted Shares. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided in Section 16(f) of the Plan.

4. **Risk of Forfeiture.** Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from services with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. **Vesting.** The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in such installments and on such dates as follows (subject to the final sentence in this paragraph): (i) 35 percent of the Restricted Shares will vest on the day (the "Initial Vesting Date") construction commences on the Sabine Pass liquefaction project (the "Project") (for these purposes construction shall be deemed to have commenced on the date Sabine Pass Liquefaction, LLC delivers full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. under the Engineering, Procurement and Construction Agreement, dated November 11, 2011 by and between Sabine Pass Liquefaction, LCC and Bechtel Oil, Gas and Chemicals, Inc.), (ii) an additional 10 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 15 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, (iv) an additional 15 percent of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date and (v) the remaining portion (25 percent) of the Restricted Shares will vest on the fourth anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control, (b) the Company or an Affiliate terminates Participant's service without Cause (as defined below) or (c) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company. Notwithstanding anything herein to the contrary, in the event that full notice to proceed is not delivered within one (1) calendar year of the Grant Date, then all Restricted Shares will be forfeited back to the Company.

For purposes of this Grant, the term “Cause” means termination of service with the Company or an Affiliate by the Company or such Affiliate under any of the following circumstances:

- (i) the willful commission by Participant of a crime or other act of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or Affiliate;
- (ii) the commission by Participant of an act of fraud in the performance of Participant's services on behalf of the Company or an Affiliate;
- (iii) the willful and material violation by Participant of the Company's Code of Business Conduct and Ethics Policy; or
- (iv) the continuing and repeated failure of Participant to perform services for the Company or an Affiliate, including by reason of Participant's habitual absenteeism.

For the avoidance of doubt, a termination of Participant's service with the Company or an Affiliate as a result of the termination or expiration of an applicable consulting agreement without Cause (as defined above) shall be treated as a termination of services by the Company without Cause for purposes of this Grant; provided, however, that the termination or expiration of the consulting agreement following an offer by the Company or an Affiliate to extend or renew such consulting agreement on substantially similar or better terms and conditions shall not be deemed to be a termination of services by the Company without Cause.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Reorganization of the Company. Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan (“Recapitalization Events”), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

9. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan.

10. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

11. Withholding of Taxes. All payments under the terms of the Grant shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. Participant agrees that, if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3, such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

12. No Guarantee of Tax Consequences. The Grant is intended to be exempt from or to comply with the requirements of Section 409A of the Code and the Grant shall be interpreted accordingly. The Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Grant.

13. Severability; Interpretive Matters. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

14. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

15. Governing Law. The Grant shall be construed in accordance with and governed by the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

16. No Right To Continued Services. Nothing in this Grant shall confer upon the Participant any right to continued service with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's service at any time.

17. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

I hereby accept the Grant subject to all of the terms and provisions hereof. I acknowledge and agree that the Grant shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in the Grant (not through the act of issuing the Grant).

Participant

CHENIERE ENERGY, INC.
AMENDED AND RESTATED 2003 STOCK INCENTIVE PLAN
RESTRICTED STOCK GRANT

1. Grant of Restricted Shares. Cheniere Energy, Inc., a Delaware corporation (the "Company"), hereby grants to _____ ("Participant") all rights, title and interest in the record and beneficial ownership of _____ shares (the "Restricted Shares") of common stock, \$0.003 par value per share, of the Company ("Common Stock"), subject to the conditions described in this grant of Restricted Stock (this "Grant") and in the Company's Amended and Restated 2003 Stock Incentive Plan (the "Plan"). The Restricted Shares are granted on _____, 20___. Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. Effect of the Plan. The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. Issuance and Transferability. The Restricted Shares may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration with the Company's transfer agent or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of the Restricted Shares, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 11 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. The Restricted Shares are not transferable except by will or the laws of descent and distribution. References to Participant, to the extent relevant in the context, shall include references to authorized transferees. Any transfer in violation of this Section 3 shall be void and of no force or effect, and shall result in the immediate forfeiture of all unvested Restricted Shares. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process.

4. **Risk of Forfeiture.** Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. **Vesting.** The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in four equal annual installments (at the rate of 25 percent per year) as follows: (i) 25 percent of the Restricted Shares will vest on the date that is one year from the first day of the month containing the Grant Date (the "Initial Vesting Date"), (ii) an additional 25 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 25 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, and (iv) the remaining portion of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control or (b) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company.

6. **Ownership Rights.** Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. **Reorganization of the Company.** Subject to Section 1.2 of the Plan and Section 8 below, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan (“Recapitalization Events”), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

9. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan.

10. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

11. Withholding of Taxes. All payments under the terms of the Grant shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. Participant agrees that, if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3, such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

12. No Guarantee of Tax Consequences. The Grant is intended to be exempt from or to comply with the requirements of Section 409A of the Code and the Grant shall be interpreted accordingly. The Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Grant.

13. Severability; Interpretive Matters. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

14. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

15. Governing Law. The Grant shall be construed in accordance with and governed by the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

16. No Rights To Continued Employment. Nothing in this Grant shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

17. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF GRANT BY PARTICIPANT. This Grant has been issued and delivered to Participant by electronic means as provided for under the Plan. Participant's access and electronic acceptance of this Grant using Participant's personal identification number assigned to Participant by the Company shall constitute Participant's electronic signature and acceptance of the terms and conditions of the Grant as well as the following: (i) Participant acknowledges and agrees that the Restricted Shares subject to this Grant shall vest and the forfeiture restrictions shall lapse, if at all, only during the period of Participant's Continuous Service or as otherwise provided in this Grant (not through the act of being granted the Restricted Shares) and (ii) Participant acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Grant subject to all of the terms and provisions hereof and thereof.

CHENIERE ENERGY, INC.
AMENDED AND RESTATED 2003 STOCK INCENTIVE PLAN
U.K. RESTRICTED STOCK GRANT

1. Grant of Restricted Shares. Cheniere Energy, Inc., a Delaware corporation (the “Company”), hereby grants to _____ (“Participant”) all rights, title and interest in the record and beneficial ownership of _____ shares (the “Restricted Shares”) of common stock, \$0.003 par value per share, of the Company (“Common Stock”), subject to the conditions described in this grant of Restricted Shares (the “Grant”) and in the Company's Amended and Restated 2003 Stock Incentive Plan (the “Plan”). The Restricted Shares are granted on _____, 2012 effective as of the effective date of your Grant (the “Grant Date”). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. Effect of the Plan. The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. Issuance and Transferability. Restricted Shares awarded under the Plan may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of Restricted Shares granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 14 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to such shares, including the right to vote and the right to receive dividends or other distributions

paid or made with respect to such shares. Such shares are not transferable except by will or the laws of descent and distribution. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process.

4. Risk of Forfeiture. Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. Vesting. The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in four equal annual installments (at the rate of 25 percent per year) as follows: (i) 25 percent of the Restricted Shares will vest on the date that is one year from the first day of the month containing the Grant Date (the "Initial Vesting Date"), (ii) an additional 25 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 25 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, and (iv) the remaining portion of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control or (b) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Limitation on Rights. The Plan has been established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Plan and this Grant. Participant's participation in the Plan does not create a right to further employment with the Company or any of its subsidiaries and does not interfere with the ability of the Company or Participant's employer to terminate Participant's employment relationship at any time with or without cause. Participant's participation in the Plan is voluntary. The future value of the Restricted Shares is unknown and cannot be predicted with certainty. No claim or entitlement to compensation or damages arises from forfeiture or termination of the Restricted Shares or diminution in value of the Restricted Shares and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise. Except as otherwise provide in Section 5 hereof, in the event of Participant's termination of employment with the Company or Participant's employer, Participant's right to the Restricted Shares under the Plan will terminate effective as of of (i) the date that Participant is no longer employed or (ii) if earlier, the date the Participant gives or receives notice for termination of employment.

8. No Right to Future Grants. This Grant is voluntary and occasional and does not create any contractual or other right to receive future Restricted Shares or other Awards (as defined under the Plan) or benefits in lieu of this Grant even if Restricted Shares or other Awards have been granted repeatedly in the past. All decisions with respect to future grants of Restricted Shares or other Awards, if any, will be at the sole discretion of the Company. The Restricted Shares granted under the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company and are outside the scope of Participant's employment contract, if any.

9. Extraordinary Item of Compensation. This Grant is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits or similar payments. Moreover, insofar as Participant is an employee of the Company or any Affiliate, Participant's participation in the Plan and the rights hereunder are not part of Participant's employment or contract of employment with the Company or any Affiliate. In the event the Participant is not an employee of the Company, this Grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore, this Grant will not be interpreted to form an employment contract with Participant's employer or any subsidiary or affiliate of the Company.

10. Reorganization of the Company. Subject to Section 1.2 of the Plan and Section 11 below, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan ("Recapitalization Events"), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

12. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with the securities law or any other applicable laws, rules or regulations, or with this document or the terms of the Plan.

13. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

14. Tax Reporting and Tax Payment Liability. Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company and/or Participant's employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the grant or vesting of the Restricted Shares and the subsequent sale of shares of Common Stock and (b) do not commit to structure the terms of the Grant or any aspect of the Restricted Shares to reduce or eliminate Participant's liability for Tax-Related Items.

Prior to the vesting of the Restricted Shares, Participant shall pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding and payment on account obligations of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer to withhold all applicable Tax-Related Items legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's employer or from proceeds of the sale of shares of Common Stock acquired upon the vesting of the Restricted Shares. Participant shall pay to the Company or Participant's employer any amount of Tax-Related Items that the Company or the Participant's employer may be required to withhold as a result of Participant's participation in the Plan. The Company may refuse to deliver shares of Common Stock upon the vesting of

Restricted Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Section 14.

If the Company so requires, Participant shall enter into an election under section 431 of the Income Tax (Earnings and Pensions) Act 2003. Upon the making of such election, the Company and/or Participant's employer shall have the right to take any action as may be necessary to comply with related reporting obligations and withholding obligations in respect of income tax and National Insurance Contributions which may arise from the making of such election.

If the Participant is also subject to US taxes, Participant agrees that (a) if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements and (b) the Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3 such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

15. Assumption of Employer NIC Liability. By accepting this Grant, to the extent allowable by applicable law, Participant consents to and agrees to satisfy any liability the Company and/or any subsidiary realizes with respect to Secondary Class 1 National Insurance Contribution payments required to be paid by the Company and/or any subsidiary in connection with the vesting of the Restricted Shares or subsequent sale of the underlying Common Stock. Participant authorizes the Company or any subsidiary to withhold any such Secondary Class 1 National Insurance Contributions from the payroll or the sale of a sufficient number of shares of Common Stock upon vesting of the Restricted Shares. In the alternative, Participant agrees to make payment on demand for such contributions by cash or check to the Company or any subsidiary that will remit such contributions to HM Revenue & Customs. If additional consents and/or any elections are required to accomplish the foregoing, Participant agrees to provide them promptly upon request. If the foregoing is not allowed under applicable law, the Company may rescind the grant of Restricted Shares.

16. Authorization of Withholding, Deduction of Payment Within 30 Days. Participant agrees and authorizes that any withholding deduction or payment indicated above must occur within 30 days of the vesting of the Restricted Shares. Participant acknowledges that failure to withhold, deduct or pay income tax within the 30-day period may result in an additional income tax charge arising.

17. Data Privacy Consent. Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this document by and among, as applicable, Participant's employer and the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and Participant's employer hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Shares or any other entitlement to shares of Common Stock awarded, canceled, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan ("Data"). Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Participant's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Vice President of Human Resources and Administration. Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of

implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares of Common Stock acquired upon vesting of the Restricted Shares. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Vice President of Human Resources and Administration. Participant understands, however, that refusing or withdrawing of consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant may contact the Company's Vice President of Human Resources and Administration.

18. Severability. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

19. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

20. Governing Law. The Grant shall be construed in accordance with the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law.

21. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF GRANT BY PARTICIPANT. This Grant has been issued and delivered to Participant by electronic means as provided for under the Plan. Participant's access and electronic acceptance of this Grant using Participant's personal identification number assigned to Participant by the Company shall constitute Participant's electronic signature and acceptance of the terms and conditions of the Grant as well as the following: (i) Participant acknowledges and agrees that the Restricted Shares subject to this Grant shall vest and the forfeiture restrictions shall lapse, if at all, only during the period of Participant's Continuous Service or as otherwise provided in this Grant (not through the act of being granted the Restricted Shares) and (ii) Participant acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Grant subject to all of the terms and provisions hereof and thereof.

CHENIERE ENERGY, INC.
2011 INCENTIVE PLAN
RESTRICTED STOCK GRANT

1. **Grant of Restricted Shares.** Cheniere Energy, Inc., a Delaware corporation (the “Company”), hereby grants to _____ (“Participant”) all rights, title and interest in the record and beneficial ownership of _____ shares (the “Restricted Shares”) of common stock, \$0.003 par value per share, of the Company (“Common Stock”), subject to the conditions described in this grant of Restricted Stock (this “Grant”) and in the Company's 2011 Incentive Plan (the “Plan”). The Restricted Shares are granted on _____, 20___. Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. **Effect of the Plan.** The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. **Issuance and Transferability.** The Restricted Shares may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration with the Company's transfer agent or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of the Restricted Shares, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 11 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. The Restricted Shares are not transferable except by will or the laws of descent and distribution or as otherwise permitted under Section 16(f) of the Plan. References to Participant, to the extent relevant in the context, shall include references to authorized transferees. Any transfer in violation of this Section 3 shall be void and of no force or effect, and shall result in the immediate forfeiture of all unvested Restricted Shares. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided in Section 16(f) of the Plan.

4. Risk of Forfeiture. Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. Vesting. The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in four equal annual installments (at the rate of 25 percent per year) as follows: (i) 25 percent of the Restricted Shares will vest on the date that is one year from the first day of the month containing the Grant Date (the "Initial Vesting Date"), (ii) an additional 25 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 25 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date and (iv) the remaining portion of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control or (b) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Reorganization of the Company. Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan (“Recapitalization Events”), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

9. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan.

10. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

11. Withholding of Taxes. All payments under the terms of the Grant shall be subject to, and reduced by, the amount of all federal, state and local income, employment and other taxes required to be withheld by the Company in connection with such payments. Participant agrees that, if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3, such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

12. No Guarantee of Tax Consequences. The Grant is intended to be exempt from or to comply with the requirements of Section 409A of the Code and the Grant shall be interpreted accordingly. The Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Grant.

13. Severability; Interpretive Matters. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

14. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

15. Governing Law. The Grant shall be construed in accordance with and governed by the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

16. No Rights To Continued Employment. Nothing in this Grant shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

17. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF GRANT BY PARTICIPANT. This Grant has been issued and delivered to Participant by electronic means as provided for under the Plan. Participant's access and electronic acceptance of this Grant using Participant's personal identification number assigned to Participant by the Company shall constitute Participant's electronic signature and acceptance of the terms and conditions of the Grant as well as the following: (i) Participant acknowledges and agrees that the Restricted Shares subject to this Grant shall vest and the forfeiture restrictions shall lapse, if at all, only during the period of Participant's Continuous Service or as otherwise provided in this Grant (not through the act of being granted the Restricted Shares) and (ii) Participant acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Grant subject to all of the terms and provisions hereof and thereof.

CHENIERE ENERGY, INC.
2011 INCENTIVE PLAN
U.K. RESTRICTED STOCK GRANT

1. Grant of Restricted Shares. Cheniere Energy, Inc., a Delaware corporation (the "Company"), hereby grants to _____ ("Participant") all rights, title and interest in the record and beneficial ownership of _____ shares (the "Restricted Shares") of common stock, \$0.003 par value per share, of the Company ("Common Stock"), subject to the conditions described in this grant of Restricted Shares (the "Grant") and in the Company's 2011 Incentive Plan (the "Plan"). The Restricted Shares are granted on _____, 2012 effective as of the effective date of your Grant (the "Grant Date"). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. Effect of the Plan. The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document, the provisions of this Grant document shall control. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

3. Issuance and Transferability. Restricted Shares awarded under the Plan may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of Restricted Shares granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent until the forfeiture restrictions described in Section 4 expire and all required withholding obligations as described in Section 14 of this Grant and the provisions of the Plan have been satisfied. The Participant shall have all the rights of a stockholder with respect to such shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. Such shares are not transferable except by will or the laws of

descent and distribution or as otherwise permitted under Section 16(f) of the Plan. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided by Section 16(f) of the Plan.

4. Risk of Forfeiture. Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event of termination, resignation or removal from employment with the Company under circumstances that do not cause Participant to become fully vested under the terms of the Plan or this Grant. Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

5. Vesting. The Restricted Shares shall vest and the forfeiture restrictions shall lapse during Participant's Continuous Service in four equal annual installments (at the rate of 25 percent per year) as follows: (i) 25 percent of the Restricted Shares will vest on the date that is one year from the first day of the month containing the Grant Date (the "Initial Vesting Date"), (ii) an additional 25 percent of the Restricted Shares will vest on the first anniversary of the Initial Vesting Date, (iii) an additional 25 percent of the Restricted Shares will vest on the second anniversary of the Initial Vesting Date, and (iv) the remaining portion of the Restricted Shares will vest on the third anniversary of the Initial Vesting Date. Notwithstanding the foregoing, any Restricted Shares not then vested shall vest in full immediately upon (a) the occurrence, during Participant's Continuous Service, of a Change of Control or (b) the death or Disability of Participant while performing Continuous Service. Except as otherwise provided in the foregoing sentence, if Participant's Continuous Service is terminated for any reason, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company.

6. Ownership Rights. Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

7. Limitation on Rights. The Plan has been established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Plan and this Grant. Participant's participation in the Plan does not create a right to further employment with the Company or any of its subsidiaries and does not interfere with the ability of the Company or Participant's employer to terminate Participant's employment relationship at any time with or without cause. Participant's participation in the Plan is voluntary. The future value of the Restricted Shares is unknown and cannot be predicted with certainty. No claim or entitlement to compensation or damages arises from forfeiture or termination of the Restricted Shares or diminution in value of the Restricted Shares and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise. Except as otherwise provide in Section 5 hereof, in the event of Participant's termination of employment with the Company or Participant's employer, Participant's right to the Restricted Shares under the Plan will terminate effective as of of (i) the date that Participant is no longer employed or (ii) if earlier, the date the Participant gives or receives notice for termination of employment.

8. No Right to Future Grants. This Grant is voluntary and occasional and does not create any contractual or other right to receive future Restricted Shares or other Awards (as defined under the Plan) or benefits in lieu of this Grant even if Restricted Shares or other Awards have been granted repeatedly in the past. All decisions with respect to future grants of Restricted Shares or other Awards, if any, will be at the sole discretion of the Company. The Restricted Shares granted under the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company and are outside the scope of Participant's employment contract, if any.

9. Extraordinary Item of Compensation. This Grant is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits or similar payments. Moreover, insofar as Participant is an employee of the Company or any Affiliate, Participant's participation in the Plan and the rights hereunder are not part of Participant's employment or contract of employment with the Company or any Affiliate. In the event the Participant is not an employee of the Company, this Grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore, this Grant will not be interpreted to form an employment contract with Participant's employer or any subsidiary or affiliate of the Company.

10. Reorganization of the Company. Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Recapitalization Events. In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or events involving the Company as contemplated by the Plan ("Recapitalization Events"), adjustments shall be made with respect to the Restricted Shares as provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

12. Certain Restrictions. By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with the securities law or any other applicable laws, rules or regulations, or with this document or the terms of the Plan.

13. Amendment and Termination; Waiver. This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

14. Tax Reporting and Tax Payment Liability. Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company and/or Participant's employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the grant or vesting of the Restricted Shares and the subsequent sale of shares of Common Stock and (b) do not commit to structure the terms of the Grant or any aspect of the Restricted Shares to reduce or eliminate Participant's liability for Tax-Related Items.

Prior to the vesting of the Restricted Shares, Participant shall pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding and payment on account obligations of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer to withhold all applicable Tax-Related Items legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's employer or from proceeds of the sale of shares of Common Stock acquired upon the vesting of the Restricted Shares. Participant shall pay to the Company or Participant's employer any amount of Tax-Related Items that the Company or the Participant's employer may be required to withhold as a result of Participant's

participation in the Plan. The Company may refuse to deliver shares of Common Stock upon the vesting of Restricted Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Section 14.

If the Company so requires, Participant shall enter into an election under section 431 of the Income Tax (Earnings and Pensions) Act 2003. Upon the making of such election, the Company and/or Participant's employer shall have the right to take any action as may be necessary to comply with related reporting obligations and withholding obligations in respect of income tax and National Insurance Contributions which may arise from the making of such election.

If the Participant is also subject to US taxes, Participant agrees that (a) if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements and (b) the Company shall have the right to take any action as may be necessary or appropriate to satisfy any federal, state or local tax withholding obligations, provided, however, that except as otherwise agreed in writing by the Participant and the Company, if Participant is an Executive Officer or an individual subject to Rule 16b-3 such tax withholding obligations will be effectuated by the Company withholding a number of shares of Common Stock from the Grant having a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum tax rate required by the Code). The Company's obligation to deliver Restricted Shares to Participant upon the vesting of such shares is subject to the satisfaction of any and all applicable federal, state and local income and employment tax withholding requirements.

15. Assumption of Employer NIC Liability. By accepting this Grant, to the extent allowable by applicable law, Participant consents to and agrees to satisfy any liability the Company and/or any subsidiary realizes with respect to Secondary Class 1 National Insurance Contribution payments required to be paid by the Company and/or any subsidiary in connection with the vesting of the Restricted Shares or subsequent sale of the underlying Common Stock. Participant authorizes the Company or any subsidiary to withhold any such Secondary Class 1 National Insurance Contributions from the payroll or the sale of a sufficient number of shares of Common Stock upon vesting of the Restricted Shares. In the alternative, Participant agrees to make payment on demand for such contributions by cash or check to the Company or any subsidiary that will remit such contributions to HM Revenue & Customs. If additional consents and/or any elections are required to accomplish the foregoing, Participant agrees to provide them promptly upon request. If the foregoing is not allowed under applicable law, the Company may rescind the grant of Restricted Shares.

16. Authorization of Withholding, Deduction of Payment Within 30 Days. Participant agrees and authorizes that any withholding deduction or payment indicated above must occur within 30 days of the vesting of the Restricted Shares. Participant acknowledges that failure to withhold, deduct or pay income tax within the 30-day period may result in an additional income tax charge arising.

17. Data Privacy Consent. Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this document by and among, as applicable, Participant's employer and the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and Participant's employer hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Shares or any other entitlement to shares of Common Stock awarded, canceled, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan ("Data"). Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Participant's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Vice President of Human Resources and Administration. Participant authorizes the recipients

to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares of Common Stock acquired upon vesting of the Restricted Shares. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Vice President of Human Resources and Administration. Participant understands, however, that refusing or withdrawing of consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant may contact the Company's Vice President of Human Resources and Administration.

18. Severability. In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

19. Crediting Par Value. In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

20. Governing Law. The Grant shall be construed in accordance with the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law.

21. Counterparts. This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

CHENIERE ENERGY, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF GRANT BY PARTICIPANT. This Grant has been issued and delivered to Participant by electronic means as provided for under the Plan. Participant's access and electronic acceptance of this Grant using Participant's personal identification number assigned to Participant by the Company shall constitute Participant's electronic signature and acceptance of the terms and conditions of the Grant as well as the following: (i) Participant acknowledges and agrees that the Restricted Shares subject to this Grant shall vest and the forfeiture restrictions shall lapse, if at all, only during the period of Participant's Continuous Service or as otherwise provided in this Grant (not through the act of being granted the Restricted Shares) and (ii) Participant acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Grant subject to all of the terms and provisions hereof and thereof.