
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 11, 2021



CHENIERE ENERGY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-16383
(Commission File Number)

95-4352386
(I.R.S. Employer Identification No.)

700 Milam Street, Suite 1900
Houston, Texas 77002
(Address of principal executive offices) (Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class
Common Stock, \$0.003 par value

Trading Symbol
LNG

Name of each exchange on which registered
NYSE American

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

Emerging growth company

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

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

On August 11, 2021, Cheniere Energy, Inc. (the “Company”) and Jack A. Fusco, President and Chief Executive Officer of the Company, entered into an amendment (the “Amendment”) to the existing employment agreement between the Company and Mr. Fusco, as previously amended on August 15, 2019 (the “Employment Agreement”).

The Amendment extended the term of Mr. Fusco’s Employment Agreement from December 31, 2022 to March 31, 2024, and provided that the term will be extended automatically for consecutive periods of one year thereafter unless either party provides notice in accordance with the terms of the Amendment. The Amendment also provides that, if Mr. Fusco remains employed through the end of the term of the Employment Agreement following a notice of its nonrenewal, and, at the time that Mr. Fusco’s relationship with the Company concludes none of the conditions constituting “cause” exist, (i) Mr. Fusco will be eligible for a pro-rated bonus for the fiscal year of termination based on actual performance, and (ii) the Company will reimburse Mr. Fusco for COBRA premiums for himself and his dependents for up to 18-months following his termination date.

A copy of the Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Second Employment Agreement Amendment between Cheniere Energy, Inc. and Jack Fusco, dated August 11, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Dated: 2021 August 13,

By: /s/ Zach Davis
Name: Zach Davis
 Senior Vice
Title: President and
 Chief Financial
 Officer

SECOND EMPLOYMENT AGREEMENT AMENDMENT

This SECOND AMENDMENT (this "Amendment") entered into on August 11, 2021, to the EMPLOYMENT AGREEMENT entered into May 12, 2016 (as amended by that amendment dated August 15, 2019, the "Original Agreement"), between Cheniere Energy, Inc., a Delaware corporation (the "Company"), and Jack A. Fusco ("Executive").

RECITALS

WHEREAS, the parties desire to amend the Original Agreement in accordance with the provisions of Section 15(f) thereof (the Original Agreement as amended hereby, the "Employment Agreement");

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, the parties agree to amend the Original Agreement as follows:

1. Section 1 of the Original Agreement is amended to provide that the Employment Term shall end on March 31, 2024, and thereafter, the Employment Term shall extend automatically for consecutive periods of one year unless either party provides notice of non- renewal not less than sixty (60) days prior to the end of the Employment Term as then in effect, unless Executive's employment terminates in accordance with Section 7.

2. Section 9(d) of the Original Agreement is amended in its entirety to read as follows:

"(d) Completion of the Employment Term. If the Executive remains employed with the Company through the last day of the Employment Term following a notice of non- renewal of this Agreement by either party and at the time Executive's relationship with the Company concludes none of the conditions in Section 7(c) exist, then (A) within sixty (60) days of the termination date, the Company shall pay Executive (i) the Accrued Compensation and, (ii) subject to Section 15(e), any earned but unpaid bonus in respect of the fiscal year preceding the termination date, (B) Executive's then-outstanding long- term incentive awards shall continue to vest in accordance with their terms, (C) subject to Section 15(e), the Company shall pay Executive a bonus for the fiscal year of termination based on actual performance, prorated for the number of days elapsed from January 1 of such year to the last date of the Employment Term, payable in accordance with the Company's customary practices applicable to bonuses paid to Company executives and (D) the Company shall pay or promptly reimburse Executive for the full amount of COBRA premiums incurred by Executive during the 18-month period following the termination date for Executive and his eligible dependents, provided such reimbursement shall immediately cease in the event Executive becomes eligible to participate in the health insurance plan of a subsequent employer."

3. All terms not herein defined shall have the meanings ascribed to them in the Original Agreement. Except as specifically provided in this Amendment, the Original Agreement shall not be modified or amended in any manner whatsoever and shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.
