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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): January 24, 2005**

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**CHENIERE ENERGY, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**1-16383**  
(Commission File Number)

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

**717 Texas Avenue  
Suite 3100  
Houston, Texas**  
(Address of principal executive offices)

**77002**  
(Zip Code)

**Registrant's telephone number, including area code: (713) 659-1361**

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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 13e-4(c) 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))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On January 18, 2005, the board of directors of Cheniere Energy, Inc. (the "Company") approved an amendment to the Rights Agreement dated October 14, 2004 (the "Rights Agreement") between the Company and U.S. Stock Transfer Corp., as Rights Agent (the "Rights Agent"). For that purpose, the Company and the Rights Agent entered into a First Amendment to Rights Agreement, dated January 24, 2005 (the "First Amendment"). The First Amendment amends the Rights Agreement to increase from \$200 to \$700 the "Purchase Price" required to be paid upon exercise of a "Right" under the Rights Agreement to purchase one "Unit" consisting of one one-thousandth of a share of the Company's Series A Junior Participating Preferred Stock.

The foregoing summary of the principal terms of the First Amendment is a general description only and is subject to the detailed terms and conditions of the First Amendment, a copy of which is attached as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 3.03. Material Modification to Rights of Security Holders.**

See the description set out under "Item 1.01 Entry into a Material Definitive Agreement."

**Item 8.01. Other Events.**

On January 24, 2005, the Company issued a press release announcing the amendment to the Rights Agreement by the First Amendment. The description of the press release set forth under this "Item 8.01. Other Events" is qualified in its entirety by reference to the press release, a copy of which is attached to this Current Report on Form 8-K as Exhibit 99.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

c) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
4.1	First Amendment to Rights Agreement by and between Cheniere Energy, Inc. and U.S. Stock Transfer Corp., as Rights Agent, dated January 24, 2005 (filed herewith).
99.1	Press Release, dated January 24, 2005 (filed herewith).

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**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.

Date: January 24, 2005

CHENIERE ENERGY, INC.

By: /s/ Don A. Turkleson

Name: Don A. Turkleson

Title: Senior Vice President, Chief Financial Officer and Secretary

**FIRST AMENDMENT TO RIGHTS AGREEMENT**

THIS FIRST AMENDMENT TO RIGHTS AGREEMENT (this "First Amendment"), dated as of January 24, 2005, by and between Cheniere Energy, Inc., a Delaware corporation (the "Company"), and U.S. Stock Transfer Corp., as Rights Agent (the "Rights Agent"), constitutes the first amendment to that certain Rights Agreement, dated October 14, 2004, by and between the Company and the Rights Agent (the "Rights Agreement").

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the Rights Agreement in certain respects on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Amendment of Rights Agreement. Section 7(b) of the Rights Agreement is hereby amended by substituting the dollar amount of "\$700" for the amount of "\$200" stated therein.
2. Defined Terms. All terms defined in the Rights Agreement that are used herein shall have the meanings so defined in the Rights Agreement, unless specifically noted otherwise herein.
3. Complete Agreement. The term "Agreement" or "Rights Agreement" as used in the Rights Agreement shall mean the Rights Agreement, as amended by this First Amendment, or as it may, from time to time, be amended in the future by one or more other written amendment or modification agreements entered into pursuant to Section 27 of the Rights Agreement. This First Amendment is not intended to be, nor shall it be construed to be, a novation.
4. Binding Agreement. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This First Amendment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without reference to its conflicts of laws principles.
6. Effectiveness. This First Amendment is effective as of the date first written above. Except as expressly herein amended, the terms and conditions of the Rights Agreement are hereby ratified and remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

CHENIERE ENERGY, INC.

By: /s/ Don A. Turkleson

Name: Don A. Turkleson  
Title: Senior Vice President, Chief Financial  
Officer and Secretary

U.S. STOCK TRANSFER CORP.

By: /s/ Richard C. Brown

Name: Richard C. Brown

Title: Vice President

## CHENIERE ENERGY, INC. NEWS RELEASE

CONTACT: DAVID CASTANEDA  
Vice President  
Investor & Media Relations  
Direct: 713-265-0202  
E-mail: [Info@Cheniere.com](mailto:Info@Cheniere.com)

**Cheniere Energy Amends Stockholder Rights Plan**

HOUSTON—January 24, 2005—Cheniere Energy, Inc. (AMEX:[LNG](#) - [News](#)) announced today that, on January 18, 2005, its board of directors approved an amendment to Cheniere's Stockholder Rights Plan to increase from \$200 to \$700 the purchase price payable upon exercise of a right under the Stockholder Rights Plan to purchase one unit of Cheniere's preferred stock. For that purpose, Cheniere and the rights agent under the Stockholder Rights Plan entered into a first amendment to the related rights agreement on January 24, 2005.

A more detailed description of the first amendment to the related rights agreement and its operation is contained in Cheniere's Form 8-K, which is being filed today with the Securities and Exchange Commission and will be available on Cheniere's website: [www.cheniere.com](http://www.cheniere.com).

Cheniere Energy, Inc. is a Houston-based developer of LNG receiving terminals and a Gulf of Mexico E&P company. Cheniere is developing Gulf Coast LNG receiving terminals near Sabine Pass in Cameron Parish, LA, in which it holds a 100% ownership interest; near Corpus Christi, TX, in which it holds a 66.7% ownership interest; and near Creole Trail in Cameron Parish, LA in which it holds a 100% ownership interest. Cheniere is also a 30% limited partner in Freeport LNG Development, L.P., which is developing an LNG receiving terminal in Freeport, Texas. Cheniere conducts exploration for oil and gas in the Gulf of Mexico using a regional database of 7,000 square miles of PSTM 3D seismic data. Cheniere owns 9% of Gryphon Exploration Company, along with Warburg, Pincus Equity Partners, L.P. which owns 91%. Additional information about Cheniere Energy, Inc. may be found on its website at [www.Cheniere.com](http://www.Cheniere.com).

This press release contains certain statements that may include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical facts, included herein are "forward-looking statements." Included among "forward-looking statements" are, among other things, (i) statements regarding Cheniere's business strategy, plans and objectives and (ii) statements expressing beliefs and expectations regarding the development of Cheniere's LNG receiving terminal business. Although Cheniere believes that the expectations reflected in these forward-looking statements are reasonable, they do involve assumptions, risks and uncertainties, and these expectations may prove to be incorrect. Cheniere's actual results could differ materially from those anticipated in these forward-looking statements as a result of a variety of factors, including those discussed in Cheniere's periodic reports that are filed with and available from the Securities and Exchange Commission. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this press release. Other than as required under the securities laws, Cheniere does not assume a duty to update these forward-looking statements.

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