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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): March 28, 2007**

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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 5.02. Departure of Directors or Certain Officers; Election of Directors Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.***Amendment of Outstanding Non-Qualified Stock Options*

On March 28, 2007, the Section 162(m) Subcommittee of the Compensation Committee of the Board of Directors of Cheniere Energy, Inc. (the "Company") approved an amendment to certain outstanding non-qualified stock options (the "Options"). Each amendment was evidenced by an agreement substantially in the form of Amendment to Non-Qualified Stock Option Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference. Previously, the terms of the Options provided that, upon termination of employment for any reason, all Options not then vested would not vest and would be forfeited back to the Company. The Options were amended to provide for accelerated vesting in the event of (i) the death or disability of a participant or (ii) termination of a participant within one year of a change of control. The following Options were amended:

<u>Name</u>	<u>No. of Shares Subject to Option</u>	<u>Date of Grant</u>
Charif Souki	900,000	March 14, 2005
Charif Souki	300,000	March 10, 2006
Stanley C. Horton	600,000	April 18, 2005
Jonathon S. Gross	200,000	July 28, 2005
Zurab S. Kobiashvili	200,000	July 27, 2005
Keith M. Meyer	200,000	July 28, 2005
Don A. Turkleson	200,000	July 27, 2005

**Item 9.01 Financial Statements and Exhibits.**

## d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Amendment to Non-Qualified Stock Option Agreement (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: April 3, 2007

CHENIERE ENERGY, INC.

By: /s/ Don A. Turkleson  
Name: Don A. Turkleson  
Title: Senior Vice President and  
Chief Financial Officer

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**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Amendment to Non-Qualified Stock Option Agreement (filed herewith)

**AMENDMENT TO  
NON-QUALIFIED STOCK OPTION GRANT**

THIS AMENDMENT TO NON-QUALIFIED STOCK OPTION GRANT (this "Amendment") is made and entered into effective as of \_\_\_\_\_, 2007 by and between CHENIERE ENERGY, INC., a Delaware corporation (the "Company"), and each of the undersigned optionees ("Optionee").

WHEREAS, the Company has previously granted to Optionee certain Non-Qualified Stock Options (the "Options") to purchase shares of the Company's common stock, \$.003 par value per share, subject to the terms and conditions of the Company's Amended and Restated 2003 Stock Incentive Plan (the "Plan"), and as provided in a Non-Qualified Stock Option Grant described on Exhibit A attached hereto (the "Stock Option Grant") previously executed by the Company and Optionee;

WHEREAS, pursuant to Section 2.4 of the Plan, the Company and Optionee desire to amend the Stock Option Grant in order to provide for accelerated vesting upon certain conditions in accordance with the terms of the Plan;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Paragraph IV of the Stock Option Grant is hereby deleted in its entirety and the following shall be added in its place:

**"IV. Forfeiture of Options; Acceleration of Vesting.** If Optionee's employment or other service with the Company or any subsidiary shall be terminated for any reason, any Options not then vested shall not vest (except as otherwise provided herein), shall be forfeited back to the Company and shall be available for re-issuance under the Plan; provided, however, that any such Options not then vested shall vest upon (i) termination, removal or resignation of Optionee for any reason within one (1) year from the effective date of a Change of Control, or (ii) death or Disability of Optionee. Optionee shall have six (6) months after termination from employment or service during which to exercise any Options which are exercisable as of the date of termination whether through acceleration, as provided above, or through the vesting schedule applicable to this grant. Any Options not exercised within such six-month period shall terminate, shall be forfeited back to the Company and shall be available for re-issuance under the Plan."

2. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meanings as set forth in the Stock Option Grant and the Plan.

3. Except as modified and amended in this Amendment, the Stock Option Grant shall remain in full force and effect.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Amendment has been entered into and is effective as of the date set forth above.

**COMPANY:**  
Cheniere Energy, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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AMENDMENT TO  
NON-QUALIFIED STOCK OPTION GRANT

**OPTIONEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_