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): June 24, 2010

CHENIERE ENERGY, INC.

(Exact name of registrant as specified in its charter)

Delaware	**1-16383**	**95-4352386**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

700 Milam Street
Suite 800
Houston, Texas **77002**
(Address of principal executive offices) **(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 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Assignment of Terminal Use Agreement

On June 24, 2010, Cheniere Marketing, LLC ("Cheniere Marketing"), a wholly owned subsidiary of Cheniere Energy, Inc. ("Cheniere"), entered into an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") and a Variable Capacity Rights Agreement (the "Variable Capacity Rights Agreement") with Cheniere Energy Investments, LLC ("Cheniere Investments"), a wholly owned subsidiary of Cheniere Energy Partners, L.P. (the "Partnership"). Also on June 24, 2010 and in connection with Cheniere Marketing's entering into the Assignment and Assumption Agreement, Cheniere Marketing and JPMorgan LNG Co. amended the LNG Services Agreement, dated March 26, 2010 and effective as of April 1, 2010, by and between Cheniere Marketing and JPMorgan LNG Co. (the "LNG Services Agreement", and as amended, the "Amended LNG Services Agreement"); Sabine Pass LNG, L.P. ("Sabine Pass"), an indirect subsidiary of Cheniere, and JPMorgan LNG Co. entered into an Amended and Restated Capacity Rights Agreement (the "Amended and Restated Capacity Rights Agreement"); and Cheniere Marketing, Sabine Pass and JPMorgan LNG Co. terminated the Tri-Party Agreement, dated March 26, 2010 and effective as of April 1, 2010, by and among Cheniere Marketing, Sabine Pass and JPMorgan LNG Co. (the "Original Tri-Party Agreement"). Cheniere Investments, Sabine Pass and JPMorgan LNG Co. entered into a new Tri-Party Agreement, dated June 24, 2010 (the "New Tri-Party Agreement"), to replace the Original Tri-Party Agreement. Each of the Assignment and Assumption Agreement, Variable Capacity Rights Agreement, Amended LNG Services Agreement, Amended and Restated Capacity Rights Agreement and New Tri-Party Agreement is effective as of July 1, 2010.

Assignment and Assumption Agreement

Under the Assignment and Assumption Agreement, Cheniere Marketing assigned to Cheniere Investments all of its rights, titles, interests, obligations and liabilities in and under the Amended and Restated LNG Terminal Use Agreement, dated November 9, 2006, between Cheniere Marketing and Sabine Pass, as amended by that certain Amendment to LNG Terminal Use Agreement dated June 25, 2007 (as amended, the "Terminal Use Agreement"), and Cheniere Investments accepted such assignment and assumed such obligations and liabilities. In connection with the assignment, Cheniere's guarantee of Cheniere Marketing's obligations under the Terminal Use Agreement was terminated. Under a Guarantee Agreement, dated June 24, 2010 and effective as of July 1, 2010, the Partnership guaranteed all of Cheniere Investments' payment obligations under the Terminal Use Agreement.

Also under the Assignment and Assumption Agreement, Cheniere Marketing assigned to Cheniere Investments all of its rights, titles, interests, obligations and liabilities in and under the Surrender of Capacity Rights Agreement, dated March 26, 2010 and effective as of April 1, 2010, by and between Cheniere Marketing and Sabine Pass (the "Surrender of Capacity Rights Agreement"), and Cheniere Investments accepted such assignment and assumed such obligations and liabilities.

Variable Capacity Rights Agreement

Under the Variable Capacity Rights Agreement, Cheniere Investments granted to Cheniere Marketing the right to utilize the capacity at the Sabine Pass LNG receiving terminal available to Cheniere Investments under the Terminal Use Agreement, to the extent the capacity has not been surrendered to Sabine Pass for use by JPMorgan LNG Co. under the Surrender of Capacity Rights Agreement.

Cheniere Marketing is obligated to pay Cheniere Investments 80% of the expected gross margin of each cargo of LNG delivered to the Sabine Pass LNG receiving terminal. In addition, for each quarter until June 30, 2015, Cheniere Marketing is obligated to pay an amount, if any, equal to the shortfall between available cash (as defined in the Partnership's partnership agreement) and the distribution of the initial quarterly distribution (as defined in the Partnership's partnership agreement) to the common unitholders with respect to such quarter, subject to a specified maximum amount for each year.

During the term of the Variable Capacity Rights Agreement, Cheniere Marketing is responsible for the payment of taxes and new regulatory costs under the Terminal Use Agreement. Under a Guarantee Agreement,

dated June 24, 2010 and effective as of July 1, 2010 (the "Cheniere Guarantee Agreement"), Cheniere guaranteed all of Cheniere Marketing's payment obligations under the Variable Capacity Rights Agreement.

Cheniere Marketing also agreed to use commercially reasonable efforts to commercialize the Terminal Use Agreement to the extent neither Cheniere Marketing nor Cheniere Investments is obligated to the contrary under any other agreements. Cheniere Investments may enter into terminal use agreements with non-affiliated third parties to the extent permitted under the Variable Capacity Rights Agreement and New Tri-Party Agreement.

The term of the Variable Capacity Rights Agreement extends until the termination or expiration of the Terminal Use Agreement. Either party may terminate the Variable Capacity Rights Agreement on each anniversary date beginning on the second anniversary of the agreement by providing the other party with twelve months prior written notice. Prior to 2018, Cheniere Marketing's termination right is subject to the Partnership having specified levels of cash reserved for distribution to its common unitholders as of the applicable termination date. Cheniere Investments has agreed to grant capacity to Cheniere Marketing for any cargoes of LNG delivered pursuant to contracts entered into prior to any such termination date as well as cargoes that Gaz de France International Trading S.A.S. ("GDF") sells to Cheniere Marketing at any time under the GDF Transatlantic Option Agreement entered into as of April 26, 2007.

Amended LNG Services Agreement

JPMorgan LNG Co. and Cheniere Marketing amended the LNG Services Agreement to provide that Cheniere Marketing assigned to Cheniere Investments its right to receive the service fee payable by JPMorgan LNG Co. for any cargoes of LNG purchased by JPMorgan LNG Co. under the LNG Services Agreement that are delivered to the Sabine Pass LNG receiving terminal after termination of the Variable Capacity Rights Agreement, and any cargoes delivered to the Sabine Pass LNG receiving terminal prior to termination of the Variable Capacity Rights Agreement and for which JPMorgan LNG Co. has not paid the service fee payable with respect to such cargo prior to termination of the Variable Capacity Rights Agreement. In lieu of paying the service fee to Cheniere Marketing for any of these cargoes, JPMorgan LNG Co. is obligated to pay Cheniere Investments a fee on a cargo by cargo basis equal to 80% of the forward adjusted gross margin for the applicable cargo of LNG. Other than the foregoing, the terms and conditions of the LNG Services Agreement remain the same as described in Cheniere's Form 8-K filed on March 31, 2010.

Amended and Restated Capacity Rights Agreement

Sabine Pass and JPMorgan LNG Co. entered into the Amended and Restated Capacity Rights Agreement to provide that the Terminal Use Agreement has been assigned from Cheniere Marketing to Cheniere Investments. Other than the foregoing, the Amended and Restated Capacity Rights Agreement contains the same general terms and conditions as the Capacity Rights Agreement, dated March 26, 2010 and effective as of April 1, 2010, by and between Sabine Pass and JPMorgan LNG Co., described in Cheniere's Form 8-K filed on March 31, 2010.

New Tri-Party Agreement

Cheniere Marketing, Sabine Pass and JPMorgan LNG Co. agreed to terminate the Original Tri-Party Agreement effective as of July 1, 2010. Cheniere Investments, Sabine Pass and JPMorgan LNG Co. entered into the New Tri-Party Agreement substituting Cheniere Investments for Cheniere Marketing under the Original Tri-Party Agreement. Under the New Tri-Party Agreement, Cheniere Investments directs JPMorgan LNG Co. to pay directly to Sabine Pass any amounts assigned to Cheniere Investments under the Amended LNG Services Agreement. Other than the foregoing, the New Tri-Party Agreement contains the same general terms and conditions as the Original Tri-Party Agreement described in Cheniere's Form 8-K filed on March 31, 2010.

The descriptions of the Assignment and Assumption Agreement, Variable Capacity Rights Agreement, Cheniere Guarantee Agreement, Amended LNG Services Agreement, Amended and Restated Capacity Rights Agreement and New Tri-Party Agreement set forth above are not complete and are qualified in their entirety by reference to the full text of the respective documents, copies of which are filed herewith as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6, respectively, and incorporated herein by reference.

2008 Convertible Loans

On June 24, 2010, Cheniere and certain of its subsidiaries entered into a Sixth Amendment to Credit Agreement, Second Amendment to Security Deposit Agreement and Consent (the "Credit and Depositary Amendment") to amend that certain Credit Agreement, dated as of August 15, 2008, as amended (the "Credit Agreement"), by and among Cheniere Common Units Holding, LLC, a wholly owned subsidiary of Cheniere, The Bank of New York Mellon, as administrative agent and as collateral agent (the "Collateral Agent"), the subsidiaries of Cheniere signatory thereto and the lenders signatory thereto (the "Lenders"), and that certain Security Deposit Agreement, dated as of August 15, 2008, as amended ("Security Deposit Agreement"), by and between the Collateral Agent and Cheniere LNG Holdings, LLC ("Holdings"). Under the Credit and Depositary Amendment, the Lenders have agreed to permit all funds currently on deposit in the TUA Reserve Account (as defined in the Credit Agreement) to be applied to the repayment of the accrued interest on the loans outstanding under the Credit Agreement (the "Loans"), with any remainder to be applied to the repayment of the principal balance of such Loans, and to thereafter permit any funds on deposit in the TUA Reserve Account to be disbursed as Holdings may direct so long as no event of default under the Credit Agreement shall have occurred and be continuing. As a result, approximately $63.6 million from the TUA Reserve Account will be applied to such repayment, and the remaining principal balance of the Loans will be $247.3 million. The Credit and Depositary Amendment also permits the Partnership and Terminals to enter into the Amended and Restated Services Agreement as described below.

Other than as set forth above, the terms and conditions of the Credit Agreement and Security Deposit Agreement remain the same as described in previous filings by Cheniere with the Securities and Exchange Commission. The description of the Credit and Depositary Amendment set forth above is not complete and is qualified in its entirety by reference to the full text of the Credit and Depositary Amendment, a copy of which is filed herewith as Exhibit 10.7 and incorporated herein by reference.

Amended and Restated Services Agreement

On June 24, 2010, the Partnership and Cheniere LNG Terminals, Inc. ("Terminals") entered into an amendment to the Services Agreement, dated March 26, 2007 (the "Services Agreement"), by and between the Partnership and Terminals (the "Amended and Restated Services Agreement"), pursuant to which the parties amended, effective as of July 1, 2010, the fee structure for the various general and administrative services provided by Terminals for the benefit of the Partnership under such agreement. The Amended and Restated Services Agreement provides that, commencing on the date of, and immediately after, each quarterly distribution made pursuant to the Partnership's partnership agreement commencing with the distribution for the quarter ending September 30, 2010, the Partnership will pay to Terminals on a quarterly basis a services fee equal to the lesser of (A) $2.5 million (subject to adjustment for inflation), plus fee arrearages (the "Maximum Quarterly Fee"), or (B) such amount of the unrestricted cash and cash equivalents of the Partnership and its subsidiaries as remains after (x) the Partnership has distributed in respect of that quarter for each common unit then outstanding an amount equal to the initial quarterly distribution plus any common unit arrearages and the related general partner distribution and (y) adjusting for any cash needed to provide for the proper conduct of the business of the Partnership and its subsidiaries other than adjustments for operating cash flow from Sabine Pass reserved for distributions under the Partnership's partnership agreement for any one or more of the next four quarters (the "Minimum Quarterly Fee"). In the event that the services fee paid on any date is less than the Maximum Quarterly Fee, an amount equal to the difference between the Maximum Quarterly Fee and the Minimum Quarterly Fee will accrue as a fee arrearage up to a maximum aggregate amount of $20 million in fee arrearages.

Other than as set forth above, the Amended and Restated Services Agreement contains the same general terms and conditions as the Services Agreement described in the Partnership's Form 8-K filed on March 26, 2007. The description of the Amended and Restated Services Agreement set forth above is not complete and is qualified in its entirety by reference to the full text of the Amended and Restated Services Agreement, a copy of which is filed herewith as Exhibit 10.8 and incorporated herein by reference.

ITEM 1.02 TERMINATION OF A MATERIAL DEFINITIVE AGREEMENT.

To the extent applicable, the contents of Item 1.01 above are incorporated into this Item 1.02 by reference.

ITEM 8.01 OTHER EVENTS.

On June 28, 2010, Cheniere issued a press release regarding the assignment of the Terminal Use Agreement from Cheniere Marketing to Cheniere Investments and the related Variable Capacity Rights Agreement, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

d) Exhibits

Exhibit Number	Description
10.1*	Assignment and Assumption Agreement, dated June 24, 2010, by and between Cheniere Marketing, LLC and Cheniere Energy Investments, LLC.
10.2*	Variable Capacity Rights Agreement, dated June 24, 2010, by and between Cheniere Marketing, LLC and Cheniere Energy Investments, LLC.
10.3*	Guarantee Agreement, dated June 24, 2010, by Cheniere Energy, Inc. in favor of Cheniere Energy Investments, LLC.
10.4*	Amended LNG Services Agreement, dated June 24, 2010, by and between Cheniere Marketing, LLC and JPMorgan LNG Co.
10.5*	Amended and Restated Capacity Rights Agreement, dated June 24, 2010, by and between Sabine Pass LNG, L.P. and JPMorgan LNG Co.
10.6*	Tri-Party Agreement, dated June 24, 2010, by and among Cheniere Energy Investments, LLC, Sabine Pass LNG, L.P. and JPMorgan LNG Co.
10.7*	Sixth Amendment to Credit Agreement, Second Amendment to Security Deposit Agreement and Consent, dated June 24, 2010, by and among Cheniere Common Units Holding, LLC, the Loan Parties (as defined therein), the Lenders (as defined therein) and The Bank of New York Mellon, as administrative agent and collateral agent.
10.8*	Amended and Restated Services Agreement, dated June 24, 2010, by and between Cheniere Energy Partners, L.P. and Cheniere LNG Terminals, Inc.
99.1*	Press Release, dated June 28, 2010.

* 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: June 28, 2010

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

EXHIBIT INDEX

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99.1*	Press Release, dated June 28, 2010.

* Filed herewith.

Exhibit 10.1

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this " Assignment") dated June 24, 2010 and effective as of July 1, 2010 (the "Effective Date"), is by and among Cheniere Marketing, LLC, a Delaware limited liability company ("Assignor"), Cheniere Energy Investments, LLC, a Delaware limited liability company ("Assignee"), and Sabine Pass, LNG, L.P., a Delaware limited partnership ("Sabine").

R E C I T A L S:

WHEREAS, Assignor is party to that certain Amended and Restated LNG Terminal Use Agreement, dated as of November 9, 2006, by and between Assignor and Sabine, as amended by that certain Amendment to LNG Terminal Use Agreement dated June 25, 2007 (as amended, the "TUA");

WHEREAS, Assignor is party to that certain Surrender of Capacity Rights Agreement dated March 26, 2010 and effective as of April 1, 2010, by and between Assignor and Sabine (the "Surrender Agreement," and together with the TUA, the "Agreements"); and

WHEREAS, Assignor desires to transfer, assign and convey all of Assignor's rights, titles, obligations, liabilities and interests in and under each of the Agreements to Assignee, and Assignee desires to assume all of Assignors rights, titles, obligations, liabilities, and interests in and under each of the Agreements in accordance and with the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

A G R E E M E N T:

1. Assignment. Effective as of the Effective Date, Assignor hereby transfers, assigns, conveys and sets over unto Assignee all of Assignor's rights, titles and interests in, to and under the Agreements (subject, in the case of the TUA, to Assignor's prior surrender to Sabine of the right to utilize Services (as defined in the TUA) and any related reception, storage or regasification capacity at the Sabine Pass Terminal pursuant to the Surrender Agreement (the "Prior Surrender")).

2. Assumption. Effective as of the Effective Date, for itself, its successors and assigns, hereby accepts the assignment of the Agreements as provided inSection 1, and hereby assumes and agrees to pay, perform, fulfill, discharge, and comply with all covenants, claims, liabilities and obligations, which are to be paid, performed, fulfilled, discharged and complied with by Assignor under the Agreements except, in each case, to the extent that such claims, liabilities or obligations, but for a breach or default by Assignor, would have been paid, performed or otherwise discharged on or prior to the Effective Date or to the extent the same arise out of any such breach or default.

3. LNGCo Scheduled Delivery Notices. Notwithstanding Sections 1 and 2 of this Agreement, Assignor, Assignee and Sabine acknowledge and agree that Assignor, and not Assignee, will have the right and obligation to provide an LNGCo Scheduled Delivery Notice (as defined in the Surrender Agreement) to Sabine.

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

a. A true and complete copy of the (i) TUA, including all amendments is attached hereto as Exhibit A, and (ii) Surrender Agreement, including all amendments is attached hereto as Exhibit B. There are no understandings or agreements between Assignor and any of the parties to the Agreements interpreting the provisions of, or modifying the operations of, the provisions of the Agreements.

b. This Assignment has been duly executed and delivered by Assignor, and constitutes Assignor's valid and binding obligation, enforceable against Assignor in accordance with its terms, except to the extent that its enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar law affecting the enforcement of creditors' rights generally or by general equitable principles.

c. The execution, delivery and performance of this Assignment by Assignor does not and will not: (i) violate any applicable provision of law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any governmental authority; (ii) violate, result in a breach of, constitute (with due notice or lapse of time or both) a default or cause any obligation, penalty or premium to arise or accrue under any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Assignor is a party or by which it is bound or to which its properties or assets is subject; or (iii) result in the creation or imposition of any lien, pledge, hypothecation, mortgage, security interest, escrow, charge, equity interest, option, obligation, undertaking, license, claim, demand, or any other restriction, condition or encumbrance of any kind ("Encumbrance") upon any of the properties or assets of Assignor.

5. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor as follows:

a. This Assignment has been duly executed and delivered by Assignee, and constitutes Assignee's valid and binding obligation, enforceable against Assignee in accordance with its terms, except to the extent that its enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar law affecting the enforcement of creditors' rights generally or by general equitable principles.

b. The execution, delivery and performance of this Assignment by Assignee does not and will not: (i) violate any applicable provision of law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any governmental authority; (ii) violate, result in a breach of, constitute (with due notice or lapse of time or both) a default or cause any obligation, penalty or premium to arise or accrue under any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Assignee is a party or by which it is bound or to which its properties or assets is subject; or (iii) result in the creation or imposition of any Encumbrance of any kind upon any of the properties or assets of Assignee.

6. Assignee's Indemnification of Assignor. Assignee shall and does hereby agree to indemnify, defend and hold Assignor harmless from and against all damages, liabilities, obligations, actions, suits, proceedings and claims, and all costs and expenses, including but not limited to reasonable attorneys' fees and court costs, incurred by Assignor, its successors, legal representatives and assigns, in connection with one or both of the Agreements, based upon or arising out of any breach of one or both of the Agreements by Assignee occurring on and after the Effective Date.

7. Assignor's Indemnification of Assignee. Assignor shall and does hereby agree to indemnify, defend and hold Assignee harmless from and against all damages, liabilities, obligations, actions, suits, proceedings and claims, and all costs and expenses, including but not limited to reasonable attorneys' fees and court costs, incurred by Assignee, its successors, legal representatives and assigns in connection with one or both of the Agreements, based upon or arising out of any breach of one or both of the Agreements by Assignor occurring prior to the Effective Date.

8. Consent. Sabine hereby consents to:

a. the assignment of the TUA by Assignor to Assignee;

b. the assumption of all covenants, claims, liabilities and obligations of Assignor by Assignee under or arising out of the TUA, to the extent provided in Section 2 of this Assignment; and

c. the assumption of all covenants, claims, liabilities and obligations, which are to be performed, fulfilled, discharged and complied with by Assignor under the Surrender Agreement, to the extent provided in Section 2 of this Assignment.

Sabine hereby releases and discharges Assignor from any and all covenants, claims, liabilities, responsibilities and obligations of any nature under, arising out of or in connection with the Agreements (other than the Prior Surrender) that arise as a result of events occurring on and after the Effective Date and agrees that, from and after the Effective Date, Sabine will look solely to Assignee for the performance of such covenants, claims, liabilities, responsibilities and obligations.

9. Termination of Guarantee. Sabine hereby acknowledges and agrees that effective as of the Effective Date that certain Guarantee Agreement (the "Guarantee"), dated as of November 9, 2006, by Cheniere Energy, Inc. ("Cheniere Energy") in favor of Sabine is terminated and extinguished in full without any further action on behalf of Cheniere Energy or Sabine, such Guarantee Agreement shall be of no further force or effect, and Cheniere Energy shall have no further obligations, responsibilities or liabilities under or pursuant to the Guarantee after the Effective Date. Sabine agrees to promptly return the original Guarantee to Cheniere Energy on or promptly after the Effective Date. Cheniere Energy is an intended third party beneficiary of this Section 9.

10. New Guarantee. Assignee shall provide a guarantee from Cheniere Energy Partners, L.P. of Assignee's obligations under the TUA in the form attached hereto as Exhibit C.

11. PILOT Payments. Promptly after Assignee receives credit against the payment of Sabine Taxes under the TUA for any amounts paid prior to or after the date hereof by Assignor as PILOT payments, Assignee shall pay to Assignor an amount equal to such credit.

12. Further Assurances. Assignor and Assignee shall execute, acknowledge and deliver all such further documents, and shall take such further actions, as may be necessary or appropriate more fully to assure to Assignee or its successors and assigns all of the rights, titles and interests conveyed, or intended to be conveyed, to Assignee hereby and more fully to assure to Assignor or its successor and assigns the assumption by Assignee of the obligations, claims, liabilities and covenants assumed, or intended to be assumed, by Assignee hereby.

13. No Third Party Beneficiaries. Except as provided in Section 9, nothing expressed or implied in this Assignment is intended to confer upon any person, other than Assignor and Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

14. Governing Law. The substantive laws of the State of New York, United States of America, exclusive of any conflicts of laws principles that could require the application of any other law, shall govern this Assignment for all purposes, including the resolution of all disputes between Assignor and Assignee.

15. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

16. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Headings. The headings in this Assignment are for purposes of reference only and do not affect the meaning of this Assignment.

* * *

In WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

CHENIERE MARKETING, LLC

By: /s/ Graham McArthur
Name: Graham McArthur
Title: Treasurer

ASSIGNEE:

CHENIERE ENERGY INVESTMENTS, LLC

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Title: Chief Financial Officer

SABINE:

SABINE PASS LNG, L.P.

By: Sabine Pass LNG-GP, Inc.
its general partner

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Its: Chief Financial Officer

Exhibit 10.2

VARIABLE CAPACITY RIGHTS AGREEMENT

This Variable Capacity Rights Agreement (this "Agreement") dated June 24, 2010 and effective as of July 1, 2010 (the "Effective Date"), is by and between Cheniere Energy Investments, LLC, a Delaware limited liability company ("Investments"), and Cheniere Marketing, LLC, a Delaware limited liability company ("CMI"). Investments and CMI are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to that certain Assignment and Assumption Agreement (the "Assignment Agreement") effective as of the Effective Date, among CMI, Investments and Sabine Pass LNG, L.P. ("Sabine"), CMI assigned to Investments all of CMI's rights, titles and interests in (i) that certain Amended and Restated LNG Terminal Use Agreement by and between CMI and Sabine dated as of November 9, 2006, as amended by that certain Amendment of LNG Terminal Use Agreement, dated June 25, 2007 (as amended, the "TUA"), subject to CMI's prior surrender to Sabine of the rights to utilize Services and any related reception, storage or regasification capacity at the Sabine Pass Facility pursuant to the Surrender of Capacity Rights Agreement dated as of March 26, 2010 and effective as of April 1, 2010 by and between CMI and Sabine (the "Surrender Agreement"), and (ii) the Surrender Agreement; and Investments accepted such assignment and assumed all of CMI's obligations accruing under the TUA and the Surrender Agreement on and after the Effective Date; and

WHEREAS, under the Surrender Agreement, CMI has surrendered certain of its rights to utilize Services under the TUA to Sabine sufficient to permit Sabine to provide to JPMorgan LNG Co. ("LNGCo") the capacity rights granted by Sabine to LNGCo pursuant to that certain Capacity Rights Agreement, dated March 26, 2010 and effective as of April 1, 2010 by and between LNGCo and Sabine, and amended and restated on the date hereof (as amended and restated, the "Capacity Rights Agreement"); and

WHEREAS, under the TUA and subject to the Surrender Agreement, Investments has the right to utilize the Services and other rights at the Sabine Pass Facility (as such term is defined in the TUA); and

WHEREAS, Investments desires that CMI undertake on the behalf of Investments, subject to certain limitations, to commercialize the rights of Investments under the TUA to the extent neither CMI nor Investments is obligated to the contrary under any of the LNGCo Agreements or any other agreements from time to time in effect; and

WHEREAS, Investments and CMI desire to enter into an agreement that will grant to CMI, subject to certain limitations, the right to utilize the Services and other rights at the Sabine Pass Facility available under the TUA and not otherwise surrendered to Sabine under the Surrender Agreement or granted to third parties as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. Defined terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the TUA.

"Assignment Agreement" has the meaning set forth in the first Whereas clause of this Agreement.

"Available Cash" has the meaning set forth in the Limited Partnership Agreement.

"Capacity Rights Agreement" has the meaning set forth in the second Whereas clause of this Agreement.

"CMI" has the meaning set forth in the Preamble.

"Common Units" has the meaning set forth in the Limited Partnership Agreement.

"Conflicts Committee" means the Conflicts Committee of the Board of Directors of Cheniere Energy Partners GP, LLC, the general partner of the Partnership, as such committee is so designated.

"Effective Date" has the meaning set forth in the Preamble.

"GDF Agreements" means the Master Ex-Ship LNG Sales Agreement between CMI and Gaz de France International Trading S.A.S dated April 26, 2007 and the GDF Transatlantic Option Agreement dated April 26, 2007 by and between CMI and Gaz de France International Trading S.A.S.

"Initial Quarterly Distribution" has the meaning set forth in the Limited Partnership Agreement.

"Investments" has the meaning set forth in the Preamble.

"Investments Third Party TUA" has the meaning set forth in Section 2.3.

"Limited Partnership Agreement" means the First Amended and Restated Limited Partnership Agreement of Cheniere Energy Partners, L.P. dated March 26, 2007, as the same may be amended, modified or supplemented from time-to-time.

"LNG Purchase Agreement" has the meaning set forth in the Services Agreement.

"LNGCo" has the meaning set forth in the second Whereas clause of this Agreement.

"LNGCo Agreements" means the Services Agreement, the Capacity Rights Agreement, the Surrender Agreement and the Tri-Party Agreement.

"LNGCo Scheduled Delivery Notice" has the meaning set forth in the Capacity Rights Agreement.

"LNGCo Scheduled Delivery Volume" has the meaning set forth in the Capacity Rights Agreement.

"LNGCo TUA" has the meaning set forth in the Capacity Rights Agreement.

"Maximum Capability" means, at any time during the Term, the Services and other rights to the maximum extent available to Investments under the TUA; *provided, however*, that the Maximum Capability shall not include any Services to the extent such Services are surrendered to Sabine under the Surrender Agreement.

"Partnership" means Cheniere Energy Partners, L.P., a Delaware limited partnership.

"Permit" means, without limitation, any permit, exemption, approval, license, consent, authorization, certification, concession, order, easement, or other right that is required by any applicable Governmental Authority for the activities in question.

"Sabine" has the meaning set forth in the first Whereas clause of this Agreement.

"Services Agreement" means that certain LNG Services Agreement dated as of March 26, 2010 and effective as of April 1, 2010 by and between CMI and LNGCo, as amended by Amendment No. 1 to LNG Services Agreement dated as of the date hereof.

"Surrender Agreement" has the meaning set forth in the first Whereas clause of this Agreement.

"Term" means the period beginning on the Effective Date and ending as provided in Section 6.1.

"Term Purchase TUA" has the meaning set forth in the Tri-Party Agreement.

"Third Party TUA" has the meaning set forth in the Tri-Party Agreement.

"Tri-Party Agreement" means that certain Tri-Party Agreement dated as of the date hereof by and among Investments, LNGCo and Sabine.

"TUA" has the meaning set forth in the first Whereas clause of this Agreement. The TUA is attached hereto as Exhibit A.

"TUA Utilization Notice" has the meaning set forth in Section 2.2.

1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby" and derivative or

similar words refer to this entire Agreement, (iv) the terms "modified" and "amended" and derivative or similar words shall mean amended, supplemented, waived or otherwise modified, (v) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement, (vi) the word "including" shall mean "including, without limitation," whether or not so specified, and (vii) the word "or" shall be disjunctive but not exclusive.

(b) Except as otherwise provided herein, references to agreements and other documents shall be deemed to include all subsequent modifications thereto or replacements thereof.

(c) References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(d) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(e) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

ARTICLE II
GRANT OF CAPACITY RIGHTS

2.1 Investments Grant of Terminal Capacity Rights to CMI.

(a) On the terms and subject to the conditions set forth in this Agreement, Investments hereby grants to CMI the right to utilize the Services, such rights to be upon the same terms and conditions in the TUA, and any related reception, storage or regasification capacity at the Sabine Pass Facility required to regasify, store, transport and deliver LNG set forth in a TUA Utilization Notice, such utilization to be subject to:

(i) the terms and conditions contained in the TUA, including being subject to (A) the rights of Sabine (including, upon delivery of an LNGCo Scheduled Delivery Notice, the automatic surrender to Sabine of the right to utilize the Services and any related reception, storage or regasification capacity at the Sabine Pass Facility required to regasify, store, transport and deliver the LNGCo Scheduled Delivery Volume set forth in such LNGCo Scheduled Delivery Notice at the Sabine Pass Facility) under the Surrender Agreement, (B) any Investments Third Party TUA covered by a notice delivered pursuant to Section 2.3 and (C) any prior delivered TUA Utilization Notices (except as otherwise provided in the penultimate sentence of Section 2.1(b)); and

(ii) the approval of Investments for any transactions having an expected or stated term of twelve (12) or more months, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The exercise of the utilization right set forth in Section 2.1(a) shall be deemed to become automatically effective, without further action by Investments or CMI, upon delivery of

a TUA Utilization Notice by CMI to Sabine and Investments, as provided in Section 2.2. When any LNG associated with a TUA Utilization Notice has been regasified and delivered to a Delivery Point by Sabine, the portion of the utilization rights applicable to such LNG shall revert automatically to Investments without any action by Investments or CMI. At no time shall the utilization rights granted to CMI under this Agreement exceed the Maximum Capability; *provided, however*, that, for purposes of this sentence, the Maximum Capability shall be reduced by (i) any Services proposed to be covered by any Investments Third Party TUA that is the subject of a notice delivered by Investments pursuant to Section 2.3 and (ii) any Services covered by delivered TUA Utilization Notices (except as otherwise provided in the penultimate sentence of this Section 2.1(b)).

2.2 Notices. From time-to-time during the Term, CMI may deliver written notice (a "TUA Utilization Notice") to Sabine and Investments setting forth the Services to be utilized by CMI or a third party (which utilization may extend beyond the Term) and the date CMI or such third party will be utilizing such Services or other rights granted to CMI under Section 2.1. A TUA Utilization Notice shall note the relevant information pertaining to CMI's or such third party's utilization of Services at the Sabine Pass Facility, including the anticipated volume of any LNG to be delivered to the Sabine Pass Facility. Subject to the last sentence of Section 2.1(b), there shall be no limit on the number of TUA Utilization Notices that may be delivered by CMI during the Term. Each TUA Utilization Notice shall include the then current Guaranteed Minimum Capacity.

2.3 Investments Third Party Terminal Use Agreement. During the Term, Investments may enter into terminal use agreements with non-Affiliated third parties (each an "Investments Third Party TUA") upon the following terms and conditions:

(a) an Investments Third Party TUA shall comply with any applicable requirements under the Tri-Party Agreement, including, if applicable, the execution and delivery of an operations coordination agreement in form and substance reasonably satisfactory acceptable to the parties thereto;

(b) an Investments Third Party TUA shall provide that the counterparty thereto pay or reimburse Sabine or Investments for a pro-rata portion of the Sabine Taxes and New Regulatory Costs;

(c) Investments shall provide written notice to CMI at least one hundred eighty (180) days prior to entering into an Investments Third Party TUA that Investments intends to enter into an Investments Third Party TUA, which notice shall include the name of the proposed counterparty to the proposed Investments Third Party TUA, the proposed effective date of the Investments Third Party TUA, and the material terms of the proposed Investments Third Party TUA (including the maximum gas redelivery rate); and

(d) if Investments enters into an Investments Third Party TUA that is permitted under this Section 2.3, Investments shall provide written notice to CMI instructing CMI that the amount of send-out capacity granted to CMI hereunder shall be reduced by the amount of send-out capacity granted under the Investments Third Party TUA.

2.4 Grant of Rights to Third Parties under TUA.

(a) Investments may not assign, transfer, amend, modify or supplement the TUA or otherwise grant a third party the right to utilize the Services (except as expressly permitted under Section 2.3) without the prior written consent of CMI, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) CMI may not grant a third party the right to use Services or any other rights under the TUA (except as expressly permitted under Sections 2.1 and 2.2) without the prior written consent of Investments, which consent shall not be unreasonably withheld, conditioned or delayed.

2.5 GDF Agreements.

(a) From and after the expiration of the Term until the expiration of the GDF Agreements, Investments agrees that it shall automatically upon the receipt of the notice specified in this Section 2.5 grant to CMI the rights to utilize the Services and all other rights of Investments as "Customer" under the TUA, such rights to be upon the same terms and conditions in the TUA, and any related reception, storage or regasification capacity at the Sabine Pass Facility required to regasify, store, transport and deliver any Cargo(es) of LNG CMI purchases under the GDF Agreements. As soon as practicable after CMI receives an option exercise notice under the GDF Agreements, CMI shall deliver a written notice to Sabine and Investments setting out the volume of LNG procured by CMI and the anticipated schedule of delivery of such LNG to the Sabine Pass Facility. When the LNG associated with such notice has been regasified and delivered to a Delivery Point by Sabine, the portion of the rights granted under this Section 2.5 shall revert automatically to Investments without any action by Investments or CMI.

(b) CMI shall act as Investments' Scheduling Representative for purposes of Article 5 of the TUA with respect to any Cargo(s) to be delivered to the Sabine Pass Facility in connection with the GDF Agreements. CMI shall perform such duties in a commercially reasonable manner.

(c) CMI shall pay Investments a fee for each Cargo delivered to the Sabine Pass Facility pursuant to thisSection 2.5 equal to eighty percent (80%) of the expected positive gross margin to be received with respect to such Cargo. The expected positive gross margin shall be calculated by CMI in a manner consistent with the manner in which CMI values such transaction on a mark-to-market basis in its own risk management systems, and considering CMI's cost of capital. Such fee shall be paid to Investments within twenty-five (25) Business Days after delivery of the applicable Cargo to the Sabine Pass Facility.

(d) This Section 2.5 shall be binding on the successors and assigns of Investments. Investments shall cause any assignment of its rights under the TUA (including a party to an Investments Third Party TUA) to be subject to CMI's rights under this Section 2.5. This Section 2.5 shall survive termination or expiration of this Agreement until expiration of the GDF Agreements; provided, that, CMI shall continue to have the rights provided in this Section 2.5 for any volumes of LNG specified in a notice received by Sabine pursuant to this Section 2.5 which has not been delivered to the Sabine Pass Facility prior to expiration of the GDF Agreements or which has been delivered, but not yet regasified and delivered to a Delivery Point prior to expiration of the GDF Agreements.

(e) Subject to Investments compliance with the terms of this Section 2.5, CMI shall be solely responsible for its compliance with, and performance of, the GDF Agreements and for the compliance of such performance with the terms and conditions of the TUA, and shall be responsible for all liabilities and obligations arising under the GDF Agreements.

(f) The GDF Agreements shall not be amended or modified in a manner that would adversely affect Investments without the prior written consent of Investments, which consent shall not be unreasonably withheld, conditioned or delayed.

2.6 Scheduling Representative. During the Term, CMI shall act as Investments' Scheduling Representative for purposes of Article 5 of the TUA. After the Term, CMI shall act as Investments' Scheduling Representative for purposes of Article 5 of the TUA with respect to any Cargo(s) to be delivered to the Sabine Pass Facility in connection with transactions entered into by CMI that extend beyond the Term. CMI shall perform such duties in a commercially reasonable manner.

2.7 Services Provided by CMI. During the Term and subject to the terms of this Agreement, CMI shall use reasonable commercial efforts, at its sole expense, to commercialize the rights of Investments under the TUA to the extent neither CMI nor Investments is obligated to the contrary under the LNGCo Agreements, any Investments Third Party TUAs or any TUA Utilization Notices. The term of the Services Agreement shall not be extended without the prior written consent of Investments, which consent shall not be unreasonably withheld, conditioned or delayed.

2.8 Services Agreement. During the Term, the Services Agreement shall not be amended or modified in a manner that would adversely affect Investments without the prior written consent of Investments, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE III
FEES AND PAYMENT TERMS

3.1 Capacity Fee.

(a) In consideration of the rights granted by Investments to CMI in Section 2.1, CMI shall pay Investments during the Term:

(i) a fee for each Cargo delivered on behalf of LNGCo or CMI to the Sabine Pass Facility equal to eighty percent (80%) of the expected positive gross margin to be received with respect to such Cargo; plus

(ii) an amount, if any, equal to the shortfall between Available Cash and the distribution of the Initial Quarterly Distribution to the Common Units in respect of any quarter in any year referenced below; *provided, however*, that the fee payable pursuant to this Section 3.1(a)(ii) for any such year shall not exceed the amount opposite such year in the table below:

Year	Amount
7/1/10 - 6/30/11	$ 200,000
7/1/11 - 6/30/12	$ 1.0 million
7/1/12 - 6/30/13	$ 1.3 million
7/1/13 - 6/30/14	$ 1.4 million
7/1/14 - 6/30/15	$ 1.6 million
On and after 7/1/15	0

(b) The expected positive gross margin referenced in Section 3.1(a)(i) shall be calculated by CMI in a manner consistent with the manner in which CMI values such transaction on a mark-to-market basis in its own risk management systems, and considering CMI's cost of capital. The fee payable pursuant to Section 3.1(a)(i) shall be paid to Investments within twenty-five (25) Business Days after delivery of the applicable Cargo to the Sabine Pass Facility.

(c) The fee, if any, payable pursuant to Section 3.1(a)(ii) shall be paid to Investments quarterly within forty (40) days after the applicable quarter.

3.2 Sabine Taxes and New Regulatory Costs. CMI shall reimburse Investments for Sabine Taxes and New Regulatory Costs paid by Investments during the Term pursuant to Section 4.2 of the TUA or paid by Investments after the Term in respect of transactions covered by TUA Utilization Notices having a term ending after the Term; *provided*, *however*, that CMI shall not be responsible for any Sabine Taxes and New Regulatory Costs (i) reimbursable to Investments or Sabine under any Third Party TUA or any Investments Third Party TUA or (ii) paid by the counterparty to any Third Party TUA or any Investments Third Party TUA.

3.3 Disputes. Should there be a dispute as to the accuracy of a billed amount, the Parties shall pay all undisputed amounts with respect thereto, but shall be entitled to withhold payment of any amount in dispute and shall promptly notify the other Party of such disputed amount. The disputing Party shall provide the other Party with records relating to the disputed amount so as to enable the Parties to resolve the dispute. A disputed payment shall be paid promptly following the resolution of the dispute to the extent of any amount determined to be due and owing.

3.4 Payment Netting. The Parties shall net all undisputed amounts due and owing, and/or past due, arising under this Agreement such that the Party owing the greater amount shall make a single payment of the net amount to the other Party.

3.5 Guarantee. CMI shall provide a guarantee from Cheniere Energy, Inc. of CMI's obligations hereunder in the form attached hereto as Exhibit B.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 Representations of the Parties. On the Effective Date, each Party represents and warrants to the other Party that:

(a) the representing Party is duly organized, validly existing and in good standing as a limited liability company or other entity under the laws of the state of its formation or organization;

(b) neither the execution and delivery by the representing Party of this Agreement, nor the consummation by such Party of any of the transactions under this Agreement requires the consent or approval or the giving of notice to, the registration with, the recording or filing of any document with or the taking of any other action in respect of, any Governmental Authority, except those which have been obtained and are in full force and effect and those which are not material;

(c) the representing Party has the requisite organizational power and authority to, and has taken all organizational action necessary to, execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations contained herein, and no other organizational proceedings on the part of such Party are necessary to authorize this Agreement and the consummation of the transactions contemplated hereby;

(d) this Agreement has been duly executed and delivered by the representing Party and is a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally or (ii) general principles of equity, whether considered in a proceeding at law or in equity; and

(e) none of the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby or compliance with any of the provisions hereof will result in (i) a violation of or a conflict with any provision of the organizational documents of the representing Party, (ii) a violation of, a conflict with, a breach of, or a default under (with or without notice or passage of time), the termination or acceleration of the performance required by, or the creation of any right of any party to accelerate, modify, terminate or cancel, any material term or provision of any material contract to which such Party is a party or by which any of its assets are bound, (iii) a violation or breach in any material respect of any Applicable Law applicable to the representing Party, or (iv) the representing Party being required to obtain any material consent, waiver, agreement, Permit or approval or material authorization of, or material declaration, filing, notice or registration to or with, or material assignment by, any third party other than a Governmental Authority.

4.2 Representation of CMI. On the Effective Date, CMI represents and warrants to Investments that:

(a) there are no events that constitute, or with the giving of notice or the passage of time or both would constitute, a breach or default by CMI of its obligations under the TUA; and

(b) except as provided in the TUA, there are no costs or expenditures that Investments will incur or be responsible for under the TUA after the Effective Date that CMI is not incurring or responsible for prior to the Effective Date.

ARTICLE V
LIMITATION OF LIABILITY; TAXES

5.1 Limitation of Liability. NEITHER OF THE PARTIES NOR ANY OF THEIR AFFILIATES SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH SUCH PARTY'S OR ANY OF ITS AFFILIATES' PERFORMANCE OR NONPERFORMANCE HEREUNDER.

5.2 Taxes. Except as provided in Section 3.2, neither Party shall have any liability for, and neither Party shall be obligated to pay for, (i) any property taxes or any sales or use taxes or other excise taxes of any kind or type applicable to the property of the other Party or any of its Affiliates, (ii) any income, capital gains or similar taxes applicable to the other Party, or (iii) any franchise taxes, business occupation taxes, gross receipts taxes, goods and services taxes or any other business privilege taxes of any kind or type applicable to the other Party or any of its Affiliates for the privilege of doing business in the jurisdiction of the Governmental Authority imposing the tax.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be that period of time extending from the Effective Date and continuing until the earliest of (a) the termination of the TUA, (b) expiration of the Initial Term of the TUA, (c) the termination of this Agreement by either party pursuant to Section 6.2, and (d) the termination of this Agreement by either party pursuant to Section 6.4. Notwithstanding the prior expiration or termination of this Agreement, (a) Section 2.5 and the rights granted to CMI thereunder, and the obligations imposed upon CMI thereunder, shall survive such expiration or termination as provided in Section 2.5, (b) Sections 2.1, 2.2, 2.6, and 3.1 shall survive such expiration or termination with respect to any transactions entered into by CMI that extend beyond the expiration or termination of the Term, and (c) the provisions of Articles III, V, VII, VIII and IX, as applicable, shall survive such expiration or termination.

6.2 Termination Option. Each of CMI and Investments shall have the option to terminate this Agreement in its sole discretion on the second anniversary of the Effective Date and on each anniversary of the Effective Date thereafter by providing the other party written notice of its exercise of such option at least twelve (12) months prior to such termination date; *provided*, *however*, that CMI may not terminate this agreement unless the Partnership has cash reserved for distribution to its partners as of the applicable termination date equal to or greater than the applicable amount set forth on Exhibit C. In the event the Partnership does not have such cash reserved on the applicable termination date, the notice of termination delivered by CMI shall be ineffective and this Agreement shall continue on the same terms and conditions.

6.3 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default ("Event of Default") by a Party under this Agreement:

(a) the failure by such Party to make, when due, any payment required under this Agreement if such failure is not remedied within three (3) Business Days after written notice of such failure is received by such Party; or

(b) the failure by such Party to perform any material covenant or agreement set forth in this Agreement and such failure is not cured within three (3) Business Days after written notice is received by such Party; or

(c) any representation or warranty of such Party proves to have been incorrect in any material respect as of the Effective Date; or

(d) if such Party passes a resolution, commences proceedings or has proceedings commenced against it (which are not stayed within sixty (60) days of service thereof) in the nature of bankruptcy or reorganization resulting from insolvency or for its liquidation of, or the appointment of a receiver, trustee in bankruptcy or liquidator of, its undertaking or assets.

6.4 Rights of the Non-Defaulting Party. When an Event of Default exists, the non-defaulting Party shall have the right to: (a) cause termination of this Agreement, effective upon delivery of a written termination notice to the defaulting Party, but subject to Section 6.5 hereof; (b) suspend performance under this Agreement; (c) withhold any payments due to the defaulting Party under this Agreement; (d) net, setoff, or recoup termination values, payment amounts or other transfer obligations arising under or in connection with this Agreement; and/or (e) pursue any other remedy at law, in equity, or as provided under this Agreement.

6.5 Effect of Termination. Notwithstanding termination of this Agreement, (a) CMI and Investments shall continue to perform any of their respective duties and obligations that arise or accrue during the Term of this Agreement, (b) without limitation of the foregoing, CMI shall continue to have the rights provided in Section 2.1, but subject to the limitations and obligations set forth in this Agreement, for any (i) volumes of LNG specified in a TUA Utilization Notice received by Sabine during the Term which has not been delivered to the Sabine Pass Facility during the Term or which has been delivered, but not yet regasified and delivered to a Delivery Point, and (ii) any transactions entered into by CMI pursuant to the terms hereof that extend beyond the expiration of the Term, and (c) Section 2.5 and the rights granted to CMI thereunder, and the obligations imposed upon the Parties thereunder, shall survive as provided in Section 2.5; together in all such cases with, as may be applicable, the provisions ofArticles III, V, VII, VIII, and IX.

ARTICLE VII
AUDIT RIGHTS

Each Party or any of their respective Representatives, has the right, in its sole discretion and at its sole expense and upon at least five (5) Business Days advance notice and during normal working hours, to examine the books and records of the other Party to the extent necessary to verify compliance with the provisions of this Agreement or any related documents and agreements and the transactions contemplated hereby and thereby. If any audit conducted

under this Article VII reveals any inaccuracy in any of the fees or other payments hereunder or thereunder, the necessary adjustments in such settlement and the payments thereof will be promptly made and this provision shall survive any termination of this of this Agreement or such longer period as may be required by applicable law.

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification.

(a) Subject to the provisions of this Article VIII, CMI shall defend, indemnify and hold Investments and its affiliated companies and their directors, officers, employees and agents harmless from any and all claims, costs, expenses (including reasonable attorneys' fees), losses, causes of action, damages or liabilities (collectively, "Loss") arising from, relating to, or in connection with CMI's performance under this Agreement.

(b) Subject to the provisions of this Article VIII, Investments shall defend, indemnify and hold CMI and its affiliated companies and their directors, officers, employees and agents harmless from any and all Losses arising from, relating to, or in connection with Investment's performance under this Agreement.

8.2 Notice of Claim. In order to make a claim for indemnification pursuant to Section 8.1, the Party seeking indemnification (the "Indemnified Party") shall give the other Party (the "Indemnifying Party") written notice of such claim, which notice shall contain a brief description of the claim and the nature and amount of such Loss, to the extent that the nature and amount thereof are determinable at such time (a "Claim Notice"); provided that a delay in notifying the Indemnifying Party will not relieve it of its obligations pursuant to Section 8.1 so long as the Indemnifying Party is not materially prejudiced by the delay in such notice.

8.3 Control of Defense

(a) Conditions. With respect to the defense of any third party proceeding against or involving an indemnified party in which the claimant seeks only the recovery of a sum of money for which indemnification is provided, at its option the Indemnifying Party may appoint as lead counsel of such defense a legal counsel selected by the Indemnifying Party; provided that before the Indemnifying Party assumes control of such defense it must first (A) enter into an agreement with such Indemnified Party (in form and substance satisfactory to the Indemnified Party) pursuant to which the Indemnifying Party agrees to be fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the indemnified party) for all Losses relating to such proceeding and (B) provide written assurances to the Indemnified Party of the Indemnifying Party's ability to defend such proceeding and satisfy any judgment with respect thereto.

(b) Exceptions, etc. The Indemnified Party will be entitled to participate in the defense of such claim and to employ separate counsel of its choice for such purpose at its own expense; *provided*, *however*, that notwithstanding the foregoing, the Indemnifying Party will bear the reasonable fees and expenses of such separate counsel incurred prior to the date upon which the Indemnifying Party effectively assumes control of such defense; *provided*, *further*, that

the Indemnified Parties shall be entitled to reimbursement of only a single legal counsel for all such Indemnified Parties. The Indemnifying Party will not be entitled to assume control of the defense of such claim, and will pay the reasonable fees and expenses of such single legal counsel retained by the Indemnified Parties, if:

(i) the Indemnified Party reasonably believes that an adverse determination of such proceeding could be materially detrimental to or materially injure the Indemnified Party's reputation or future business prospects;

(ii) the Indemnified Party reasonably believes that a conflict of interest exists or could arise which, under applicable principles of legal ethics, could prohibit a single legal counsel from representing both the Indemnified Party and the Indemnifying Party in such proceeding, other than a conflict which may exist due to the underlying nature of the duty to indemnify; or

(iii) a court of competent jurisdiction rules that the Indemnifying Party has failed or is failing to prosecute or defend such claim.

8.4 Settlement of Claims. The Indemnifying Party must obtain the prior written consent of the Indemnified Party (which will not be unreasonably withheld, conditioned or delayed) prior to entering into any settlement of any claim or proceeding or ceasing to defend any claim or proceeding for which indemnification is sought under this Article VIII.

8.5 Payments. Any indemnification payments made pursuant to this Article VIII shall be effected by wire transfer of immediately available funds from the Indemnifying Party's to an account designated by the applicable Indemnified Party or by delivery of a cashier's check by the Indemnifying Party to the applicable Indemnified Party.

ARTICLE IX
GENERAL PROVISIONS

9.1 Entire Agreement; Amendment; Waivers; Counterparts.

(a) This Agreement, the Exhibits hereto and all documents contemplated hereunder constitute the entire agreement between the Parties with respect to the matters set forth herein and therein and supersede any and all negotiations, agreements, and expressions of intent, written or oral, prior hereto.

(b) This Agreement may be amended only by written agreement executed by the Parties;*provided*, *however*, during the period an affiliate of CMI controls Cheniere Energy Partners GP, LLC, any amendments, modifications or waivers of Articles II, III, and VI, and this Section 9.1(b) that adversely affect Investments shall require the approval of the Conflicts Committee. No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults whether of a like kind or different nature.

(c) This Agreement and any amendment or modification hereof, or waiver hereunder, may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement. This Agreement and signature pages hereto may be delivered by telecopy or other electronic or digital transmission method.

9.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.3 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by a Party without the prior consent of the other Party to this Agreement; provided that such consent shall not be unreasonably withheld, delayed or conditioned.

9.4 Severability. If any term or provision hereof, or the application thereof to any Person or circumstance, shall to any extent be contrary to any applicable law or otherwise invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is contrary, invalid or unenforceable shall not be affected thereby and, to the extent consistent with the overall intent hereof as evidenced by this Agreement taken as a whole, shall be enforced to the fullest extent permitted by applicable law.

9.5 Notices and Other Communications. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given when (i) delivered in person, (ii) five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested or (iii) delivered by telecopy and promptly confirmed by delivery in person or post as aforesaid in each case, with postage prepaid, addressed as follows:

If to Sabine or Investments:

Cheniere Energy Investments, LLC
700 Milam Street, Suite 800
Houston, Texas 77002
Phone: (713) 375-5000
Fax: (713) 375-6160
Attention: Contract Administration

With a copy to:

Cheniere Energy Investments, LLC
700 Milam Street, Suite 800
Houston, Texas 77002
Phone: (713) 375-5000
Fax: (713) 375-6160
Attention: Contract Administration

If to CMI: Cheniere Marketing, LLC
700 Milam Street, Suite 800
Houston, Texas 77002
Phone: (713) 375-5000
Fax: (713) 375-6160
Attention: Contract Administration

or to such other address or addresses as the Parties may from time to time designate in writing.

9.6 Governing Law; Venue. The Parties agree that this Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to principles of conflict of laws (whether of the State of New York or any other jurisdiction).

9.7 JURY TRIAL WAIVER. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

9.8 Third Parties. This Agreement confers no rights, benefits, duties, obligations or liabilities whatsoever upon any Person other than Investments and CMI and does not create, and shall not be interpreted as creating, any standard of care, duty or liability to or for the benefit of any Person other than the contractual duties provided expressly in this Agreement of each Party to the other Party hereto.

9.9 Time of Essence. With regards to all obligations set forth herein, time is of the essence.

9.10 Headings. The headings used for the Articles and Sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and agreed to be bound hereby.

CHENIERE ENERGY INVESTMENTS, LLC

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Its: Chief Financial Officer

CHENIERE MARKETING, LLC

By: /s/ Graham McArthur
Name: Graham McArthur
Its: Treasurer

Exhibit 10.3

GUARANTEE AGREEMENT

THIS GUARANTEE AGREEMENT (this "Guarantee Agreement"), dated June 24, 2010 and effective as of July 1, 2010 (the "Effective Date"), is made by CHENIERE ENERGY, INC., a Delaware corporation (the "Guarantor"), in favor of CHENIERE ENERGY INVESTMENTS, LLC, a Delaware limited liability company ("Investments").

WHEREAS, Cheniere Marketing, LLC, a Delaware limited liability company ("CMI"), is a wholly owned subsidiary of Guarantor; and

WHEREAS, CMI and Investments have entered into that certain Variable Capacity Rights Agreement (the "VCRA") dated as of the date hereof and effective as of July 1, 2010;

NOW THEREFORE, the parties hereto agree as follows:

Effective as of the Effective Date, the Guarantor irrevocably and unconditionally guarantees the due and punctual payment in full of any and all obligations of CMI under the VCRA (the "Guaranteed Obligations"). Guarantor further agrees that the due and punctual payment of the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guaranty hereunder notwithstanding any such extension or renewal of any Guaranteed Obligation. This guarantee is an absolute, present and continuing guarantee of payment and not of collectability and is in no way conditional or contingent upon any attempt to collect from CMI or upon any other action, occurrence or circumstance whatsoever.

This Guarantee Agreement expresses the entire understanding of the parties with respect to the subject matter hereof; and all other understandings, written or oral, are hereby merged herein and superseded. No amendment of or supplement to this Guarantee Agreement, or waiver or modification of, or consent under, the terms hereof shall be effective unless in writing and signed by the party to be bound thereby.

This Guarantee Agreement shall be construed in accordance with and governed by the law of the State of Texas.

* * *

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee Agreement to be duly executed and delivered as of the date and year first above written.

CHENIERE ENERGY, INC.

By: /s/ Graham McArthur
Name: Graham McArthur
Title: Vice President and Treasurer

Exhibit 10.4

AMENDMENT NO. 1 TO

LNG SERVICES AGREEMENT

This Amendment No 1. (this "Amendment") dated June 24, 2010 and effective as of July 1, 2010, amends that certain LNG Services Agreement dated March 26, 2010 and effective as of April 1, 2010 (the "Original Agreement"), by and between Cheniere Marketing, LLC, a Delaware limited liability company ("CMI") and JPMorgan LNG Co., a Delaware company ("LNGCo"). CMI and LNGCo are sometimes individually referred to as a "Party" and, collectively, referred to as the "Parties". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Original Agreement.

WHEREAS, the Parties desire to amend the Original Agreement in accordance with the terms of this Amendment; and

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 1.1

(a) Section 1.1 of the Original Agreement is hereby amended by deleting "Capacity Rights Agreement" and substituting the following therefor:

"Capacity Rights Agreement" means the Amended and Restated Capacity Rights Agreement dated June 24, 2010 and effective as of July 1, 2010 by and between Sabine and LNGCo."

(b) Section 1.1 of the Original Agreement is hereby amended by deleting "Tri-Party Agreement" and substituting the following therefor:

"Tri-Party Agreement" means the Tri-Party Agreement dated June 24, 2010 and effective as of July 1, 2010, by and among Cheniere Energy Investments, LLC, LNGCo and Sabine."

(c) Section 1.1 of the Original Agreement is hereby amended by adding a new defined term after "Valuation Time" as follows:

"VCRA" means the Variable Capacity Rights Agreement dated June 24, 2010 and effective as of July 1, 2010 by and between Cheniere Energy Investments, LLC and CMI."

2. Amendment to Section 5.2

(a) Section 5.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"CMI's right to receive that portion of the Cargo Lock Value and/or the Cargo Fee attributable to (i) each cargo, if any, of LNG purchased by LNGCo hereunder that is delivered to the Sabine Pass Terminal after termination of the VCRA or rejection of the VCRA in a Bankruptcy proceeding and (ii) each cargo, if any, of LNG purchased by LNGCo hereunder that is delivered to the Sabine Pass Terminal within twenty (20) Business Days prior to the date of termination of the VCRA or rejection of the VCRA in a Bankruptcy proceeding and for which LNGCo has not previously paid such portion of the Cargo Lock Value or the Cargo Fee to CMI with respect to such cargo, is hereby assigned to Investments. Upon termination of the VCRA or rejection of the VCRA in a Bankruptcy proceeding, to the extent that either, at the time of such termination or rejection, there are (A) cargo(es) of LNG purchased by LNGCo hereunder for delivery to the Sabine Pass Terminal which have not been delivered to the Sabine Pass Terminal, but which later are delivered to the Sabine Pass Terminal or (B) cargo(es) of LNG purchased by LNGCo hereunder have been delivered to the Sabine Pass Terminal within twenty (20) Business Days prior to the date of termination of the VCRA or rejection of the VCRA in a Bankruptcy proceeding and for which LNGCo has not previously paid a portion of the Cargo Lock Value or the Cargo Fee, as applicable, to CMI with respect to such cargo, then in such case, LNGCo shall pay the Cargo Fee (regardless of whether all or a portion of the Cargo Lock Value or the Cargo Fee is earned by CMI hereunder with respect to such cargo(es)) for such cargo(es) directly to Investments not later than the twentieth (20th) Business Day following the date of delivery of such cargo(es) to the Sabine Pass Terminal. CMI shall promptly provide written notice to LNGCo upon termination of the VCRA or rejection of the VCRA in a Bankruptcy proceeding. Investments is an intended third party beneficiary of this Section 5.2."

3. Amendment to Article VII

(a) A new Section 7.2 is added to the Agreement as follows:

"Section 7.2 Additional Representation of CMI. On the date hereof, CMI represents and warrants to LNGCo that the TUA Agreement has not been amended since April 1, 2010, except for the assignment of the TUA Agreement from CMI to Cheniere Energy Investments, LLC."

4. Amendment to Section 9.3

(a) Section 9.3(b)(iii) of the Original Agreement is hereby amended by deleting "Section 4.1(c)(vii)" and substituting "Section 4.1(d)(vii)" therefor.

(b) Section 9.3(b)(iv) of the Original Agreement is hereby amended by deleting "CMI" and substituting "Cheniere Energy Investments, LLC" therefor.

5. Consent. LNGCo hereby consents to the assignment of the TUA Agreement from CMI to Cheniere Energy Investments, LLC for purposes of this Agreement, the Tri-Party Agreement, the Capacity Rights Agreement, and the Surrender Agreement.

6. No Other Changes; Reference. Except as specifically amended by this Amendment, the Original Agreement shall remain in full force and effect.

7. Governing Law. This Amendment shall be governed by, construed and enforced in accordance with the State of New York, without regard to principles of laws (whether of the State of New York or any other jurisdiction).

8. Counterparts. This Amendment may be executed in counterparts and if so executed by each Party hereto, all copies together shall constitute a single agreement.

****

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

CHENIERE MARKETING, LLC

By: /s/ Graham McArthur
Name: Graham McArthur
Title: Treasurer

JPMORGAN LNG Co.

By: /s/ Patrick Strange
Name: Patrick Strange
Title: Managing Director

Consented to:

SABINE PASS LNG, L.P.

By: Sabine Pass LNG-GP, Inc.
its general partner

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Its: Chief Financial Officer

Exhibit 10.5

AMENDED AND RESTATED

CAPACITY RIGHTS AGREEMENT

This Amended and Restated Capacity Rights Agreement ("Agreement") dated June 24, 2010 and effective as of July 1, 2010 (the "Effective Date"), is by and between JPMorgan LNG Co., a Delaware company ("LNGCo"), and Sabine Pass LNG, L.P., a Delaware limited partnership ("Sabine"). LNGCo and Sabine are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Sabine and LNGCo are parties to that certain Capacity Rights Agreement dated as of March 26, 2010 and effective as of April 1, 2010 (the "Original Agreement"), whereby Sabine granted to LNGCo the right to utilize certain capacity rights at the Sabine Pass Terminal, and the Parties wish to amend and restate the Original Agreement in its entirety as set forth herein; and

WHEREAS, pursuant to that certain Surrender of Capacity Rights Agreement (the "Surrender Agreement") dated as of March 26, 2010 and effective April 1, 2010, Cheniere Marketing, LLC, a Delaware limited liability company ("CMI"), surrendered certain of its rights to utilize Services under the Amended and Restated LNG Terminal Use Agreement by and between CMI and Sabine, dated as of November 9, 2006, as amended by that certain Amendment of LNG Terminal Use Agreement, dated June 25, 2007 (such agreement as so amended, the "TUA") to Sabine sufficient to permit Sabine to provide capacity rights granted to by Sabine to LNGCo pursuant to the Original Agreement; and

WHEREAS, effective as of April 1, 2010, LNGCo and CMI entered into an LNG Services Agreement (as amended, the "Services Agreement") under which LNGCo engaged CMI to provide services in connection with LNGCo's utilization of capacity under this Agreement and to provide certain marketing, scheduling, and other services in connection therewith (on the terms provided and as more fully specified in the Services Agreement, collectively the "Services"); and

WHEREAS, effective as of the Effective Date, pursuant to that certain Assignment and Assumption Agreement (the "Assignment Agreement") among CMI, Cheniere Energy Investments, LLC, a Delaware limited liability company ("Investments") and Sabine, CMI assigned all of its rights, titles and interests in the TUA and the Surrender Agreement to Investments, and Investments accepted such assignment and assumed all of CMI's obligations accruing under the TUA and the Surrender Agreement on and after the date hereof; and

WHEREAS, under the Services Agreement CMI or LNGCo may provide a notice (each an "LNGCo Scheduled Delivery Notice") to Sabine setting out with respect to the delivery specified in such notice the volume (the "LNGCo Scheduled Delivery Volume") of LNG procured by LNGCo pursuant to the Services Agreement for delivery to the Sabine Pass Terminal and the anticipated schedule for delivery of such LNG to the Sabine Pass Terminal;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

"Action" means, with respect to any Person, any outstanding action, order, writ, injunction, judgment, determination or decree or any claim, suit, litigation, proceeding, appeal, arbitration, mediation, tax audit or governmental investigation of any kind involving such Person or its business.

"Affiliate" means, in relation to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person, or any entity directly or indirectly under common control with such Person. For purposes of this definition, "control" of any Person that is an entity means ownership of a majority of the voting power of such Person.

"Applicable Law" means any federal, state or local laws (including common law and criminal law), codes, statutes, directives, ordinances, by-laws, regulations, rules, judgments, consent orders, settlements and agreements with Governmental Authorities, proclamations or delegated or subordinated legislation of any Governmental Authority that are applicable to this Agreement, an LNGCo TUA, the transactions contemplated hereby or thereby, LNGCo, Sabine or the Services.

"Business Day" means any day ending at 5:00 p.m. Houston, Texas, time on which banks are open for commercial business.

"Cargo Fee" has the meaning set forth in the Services Agreement.

"Cargo Lock Value" has the meaning set forth in the Services Agreement.

"CMI" has the meaning set forth in the second Whereas clause of this Agreement.

"Disclosing Party" has the meaning set forth in Section 7.7.

"Effective Date" has the meaning set forth in the Preamble.

"Governmental Authority" means any United States or non-United States federal, national, supranational, provincial, state, municipal, local or similar government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body.

"Investments" has the meaning set forth in the fourth Whereas clause of this Agreement.

"LNG" means processed Natural Gas in a liquid state, at or below its boiling point and at a pressure of approximately one (1) atmosphere.

"LNGCo" has the meaning set forth in the Preamble.

"LNGCo Scheduled Delivery Notice" has the meaning set forth in the fifth Whereas clause of this Agreement.

"LNGCo Scheduled Delivery Volume" has the meaning set forth in the fifth Whereas clause of this Agreement.

"LNGCo TUA" means a Terminal Use Agreement entered into between LNGCo and Sabine pursuant to Section 3.3 of this Agreement.

"Natural Gas" means any hydrocarbon or mixture of hydrocarbons consisting predominantly of methane which is in a gaseous state.

"Non-Disclosing Party" has the meaning set forth in Section 7.7.

"OCA" means an Operations Coordination Agreement entered into among Sabine, Investments, LNGCo and (if applicable) one or more other Persons pursuant to this Agreement.

"Permit" means without limitation any permit, exemption, approval, license, consent, authorization, concession, order, easement, or other right that is required by any applicable Governmental Authority for the activities in question.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or Governmental Authority or other entity.

"Representative" means, with respect to any Person, any officer, director, principal, attorney, employee, agent, consultant, accountant or other representative of such Person.

"Sabine" has the meaning set forth in the Preamble.

"Sabine Pass Terminal" has the meaning set forth in the first Whereas clause of this Agreement.

"Services" has the meaning set forth in the third Whereas clause of this Agreement.

"Services Agreement" has the meaning set forth in the third Whereas clause of this Agreement.

"Surrender Agreement" has the meaning set forth in the second Whereas clause of this Agreement.

"Term" has the meaning set forth in Section 6.1.

"Term Purchase Agreement" has the meaning set forth in the Services Agreement.

"Terms and Conditions" has the meaning set forth in Section 3.1.

"TUA" has the meaning set forth in the second Whereas clause of this Agreement.

"VCRA" means the Variable Capacity Rights Agreement dated as of the date hereof between Investments and CMI.

1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement, (iv) the terms "modified" and "amended" and derivative or similar words shall mean amended, supplemented, waived or otherwise modified, (v) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement, (vi) the word "including" shall mean "including, without limitation," whether or not so specified, and (vii) the word "or" shall be disjunctive but not exclusive.

(b) References to agreements and other documents shall be deemed to include all subsequent modifications thereto or replacements thereof.

(c) References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(d) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(e) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

ARTICLE II
RELATIONSHIP OF THE PARTIES

2.1 No Joint Venture, Affiliation or Partnership Created. Each of the Parties is an independent contractor. Neither of the Parties is a representative, joint venturer, or partner of the other Party, nor an agent of the other Party. Each of the Parties hereby agrees that this Agreement and any and all other agreements, actions and transactions contemplated hereby and thereby are not intended to create, and shall not be interpreted, construed or deemed to create in any respect, any association, joint venture, co-ownership, co-authorship, or partnership, whether general, limited or otherwise, between the Parties, or to impose any partnership fiduciary or other duty, obligation or liability of any kind upon either of the Parties. Neither of the Parties shall have any right, power or authority to control or manage the business of the other Party, to take any action in the name of the other Party, to execute, authenticate or deliver any contract for or on behalf of or in the name of, or to incur any liability for, or to otherwise bind the other

Party. The Parties agree that they are not, and shall not be, and shall not hold each other out to be, co-employers. No Party shall be entitled to or obligated to share in any profits or losses of the other Party, its business, or to contribute any money or property to the other Party or its business.

2.2 Arm's-Length Status of Parties. Each of the Parties is contracting at arm's-length and as independent Parties, each of which is agreed to be and shall be fully entitled to act solely in and for its own interest and without any duty or obligation to act in the interest of the other Party; provided only that each Party assumes the contractual duties and obligations expressly set forth in this Agreement.

ARTICLE III
GRANT OF CAPACITY RIGHTS; LNG CO TUA OPTION

3.1 Sabine Grant of Terminal Capacity Rights to LNGCo. Subject to the provisions of this Agreement, upon receipt by Sabine of an LNGCo Scheduled Delivery Notice and without any further action by Sabine, Sabine shall be deemed to have automatically granted to LNGCo the right to utilize the Services (as defined in the terms and conditions attached hereto as Exhibit A (the "Terms and Conditions")) and any related reception, storage or regasification capacity at the Sabine Pass Terminal required to regasify, store, transport and deliver the LNGCo Scheduled Delivery Volume at the Sabine Pass Terminal as provided in the Terms and Conditions with respect to LNGCo's LNG. The Terms and Conditions shall govern LNGCo's use of such capacity rights at the Sabine Pass Terminal, with the following changes:

(a) The fourth recital of the Terms and Conditions shall be of no effect as between Sabine and LNGCo.

(b) LNGCo shall be the Customer under such Terms and Conditions.

(c) The Term under such Terms and Conditions shall be coterminous with the Term of this Agreement, and there shall be no option to extend the Term.

(d) LNGCo shall not be responsible for the payment of the Reservation Fee, the Operating Fee, the Sabine Taxes or the New Regulatory Costs (each as defined in the Terms and Conditions) or any other costs payable to Sabine under the Terms and Conditions, and Sabine shall look solely to Investments for the payment of such amounts.

(e) The notice address for LNGCo for purposes of the Terms and Conditions shall be as set forth in Section 7.8 of this Agreement.

(f) Unless LNGCo notifies Sabine otherwise or the TUA terminates or expires prior to the end of the Term (as defined in Section 6.1 of this Agreement), the provisions of Section 5.1 (other than subsections (g), (h), (i) and (j) of such section) and Section 5.2 of the Terms and Conditions shall not apply to LNGCo. Instead, with regard to any LNGCo Scheduled Delivery Volume, Sabine shall be deemed to have reallocated to LNGCo the Scheduled Unloading Date (as defined in the TUA and the Terms and Conditions) previously allocated to Investments under the TUA that is set forth in the applicable LNGCo Scheduled Delivery Notice.

(g) Article 17 of the Terms and Conditions shall be of no effect as between Sabine and LNGCo, and the provisions of Section 7.3 of this Agreement shall govern the assignment of any rights or obligations under this Agreement, including the Terms and Conditions.

(h) Sections 25.18 and 25.19 of the Terms and Conditions shall be of no effect as between Sabine and LNGCo.

(i) In the event of any conflict between the provisions of the Terms and Conditions and the provisions of Sections 1.1 through 7.14, inclusive, of this Agreement, the provisions of Sections 1.1 through 7.14, inclusive, shall govern.

3.2 Sabine's Recognition of LNGCo's Third Party Beneficiary Status under the Surrender Agreement. Sabine agrees not to amend or modify the Surrender Agreement or any of the documents executed in connection therewith in any way which would materially affect LNGCo's rights under this Agreement or the agreements contemplated thereby or which would prohibit or adversely impact the Parties' ability to consummate the transactions contemplated by such agreements. LNGCo is an intended third party beneficiary to the Surrender Agreement.

3.3 LNGCo TUA. LNGCo shall have the right but not the obligation to enter into a new terminal use agreement with Sabine ("LNGCo TUA") upon the following terms and conditions:

(a) The option may be exercised at any time during the term of this Agreement by written notice provided by LNGCo to each of Sabine, Investments and CMI specifying that the annual reception quantity of the LNGCo TUA shall be equal to one hundred ninety five million five hundred thirty five thousand (195,535,000) MMBTU per contract year (provided that for any contract year that is a leap year, such quantity shall be prorated based on the ratio that the number of days during such contract year bears to three hundred sixty-five (365)), and the maximum gas redelivery rate of the LNGCo TUA shall be equal to five hundred thousand (500,000) MMBTU per day;

(b) LNGCo and Sabine shall enter into a LNGCo TUA (in the form of the Terms and Conditions, with changes agreed by the Parties as reasonably required to effect the intent of this Section 3.3) for a term commencing upon expiration of this Agreement and ending upon the expiration of the Initial Term provided in Terms and Conditions (without extensions). Without limitation to the foregoing, such LNGCo TUA shall include a Reservation Fee and Operating Fee equal to the calculation set forth in Part One Article "C" of the Terms and Conditions, where, for the purposes of the calculation of the Operating Fee, the Commercial Start Date shall be deemed to be January 1, 2009;

(c) LNGCo, Investments and other customers utilizing Investment's capacity rights will enter into an OCA in a form reasonably agreed upon by the parties (with any reasonable changes required by other customers of Sabine) for a term commencing upon expiration of this Agreement and ending upon the expiration of the Initial Term provided in the TUA (without extensions); and

(d) Sabine shall give the notice to Investments contemplated and required by the Surrender Agreement that effective on the effective date of the LNGCo TUA would reduce the

Maximum Reception Quantity (as defined in the TUA) and the Maximum Gas Redelivery Rate (as defined in the TUA) for the term of the LNGCo TUA, such reduction to be equal to the Maximum LNG Reception Quantity and Maximum Gas Redelivery Rate set out in the LNGCo TUA.

3.4 Third Party Performance. Sabine acknowledges and agrees that certain of LNGCo's obligations under this Agreement may be performed by CMI on behalf of LNGCo under the Services Agreement; provided, however, that the foregoing shall in no way authorize CMI to incur any obligations or liabilities under this Agreement without the written consent of LNGCo.

3.5 Notice. Sabine will promptly give notice to LNGCo of any notice to or from Investments of a default under the TUA or an OCA or the exercise of any right to terminate the TUA or an OCA.

3.6 Current Inventories. Sabine acknowledges that on April 1, 2010 LNGCo purchased and obtained title to CMI's LNG inventory stored in the storage tanks at the Sabine Pass Terminal as of April 1, 2010 other than such inventory leased to Sabine. LNGCo rights and obligations with respect to such LNG are as provided in the Terms and Conditions, subject to the changes thereto provided in Section 3.1.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 Representations of the Parties. On the Effective Date each Party represents and warrants to the other Party that:

(a) the representing Party is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the state of its organization;

(b) neither the execution and delivery by the representing Party of this Agreement, nor the consummation by such Party of any of the transactions under this Agreement requires the consent or approval or the giving of notice to, the registration with, the recording or filing of any document with or the taking of any other action in respect of, any Governmental Authority, except those which have been obtained and are in full force and effect and those which are not material;

(c) the representing Party has the requisite organizational power and authority to, and has taken all organizational action necessary to, execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations contained herein, and no other organizational proceedings on the part of such Party are necessary to authorize this Agreement and the consummation of the transactions contemplated hereby;

(d) this Agreement has been duly executed and delivered by the representing Party and is a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally or (ii) general principles of equity, whether considered in a proceeding at law or in equity;

(e) none of the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby or compliance with any of the provisions hereof will result in (i) a violation of or a conflict with any provision of the organizational documents of the representing Party, (ii) a violation of, a conflict with, a breach of, or a default under (with or without notice or passage of time), the termination or acceleration of the performance required by, or the creation of any right of any party to accelerate, modify, terminate or cancel, any material term or provision of any material contract to which such Party is a party or by which any of its assets are bound, (iii) a violation or breach in any material respect of any Applicable Law applicable to the representing Party, or (iv) the representing Party being required to obtain any material consent, waiver, agreement, Permit or approval or material authorization of, or material declaration, filing, notice or registration to or with, or material assignment by, any third party other than a Governmental Authority;

(f) such Party has all material Permits necessary for (i) the conduct of its business as now being conducted and as proposed to be conducted as contemplated in this Agreement and the TUA and (ii) the performance of its obligations under this Agreement and the TUA, and owns or possesses such Permits free and clear of any material encumbrances. All such Permits are valid and in full force and effect in all material respects;

(g) there is no Action pending or, to such Party's knowledge, threatened against such Party, either in any one instance or in the aggregate, (i) which would be likely to impair materially the ability of such Party to perform under the terms of this Agreement or (ii) which would materially draw into question the validity of this Agreement;

(h) such Party is not in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default might have consequences that would materially and adversely affect its performance hereunder; and

(i) such Party has insurance policies, binders or other forms of insurance that provide, and during their term have provided, coverage to the extent and in the manner (a) adequate for such Party and its businesses and operations and the risks insured against in connection therewith and (b) as may be or may have been required by material Applicable Law and by any material contracts to which such Party is or has been a party, except, in either case, as would not have a material adverse effect on such Party.

ARTICLE V
LIMITATION OF LIABILITY; TAXES

5.1 Limitation of Liability. NEITHER OF THE PARTIES NOR ANY OF THEIR AFFILIATES SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH SUCH PARTY'S OR ANY OF ITS AFFILIATES' PERFORMANCE OR NONPERFORMANCE HEREUNDER.

5.2 Taxes. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall have any liability for, and neither Party shall be obligated to pay for, (i) any property taxes or any sales or use taxes or other excise taxes of any kind or type applicable to the property of the other Party or any of its Affiliates, (ii) any income, capital gains or similar taxes applicable to the other Party, or (iii) any franchise taxes, business occupation taxes, gross receipts taxes, goods and services taxes or any other business privilege taxes of any kind or type applicable to the other Party or any of its Affiliates for the privilege of doing business in the jurisdiction of the Governmental Authority imposing the tax.

ARTICLE VI
TERM AND TERMINATION

6.1 Term.

(a) The term of this Agreement shall be that period of time extending from 9:00 am Central Time in Houston, Texas, on the Effective Date and continuing until termination or expiration of the Services Agreement (such period of time being herein called, the "Term").

(b) Notwithstanding termination of this Agreement, (i) LNGCo and Sabine shall continue to perform any of their respective duties and obligations that arise or accrue during the Term of this Agreement and (ii) without limitation of the foregoing, LNGCo shall continue to have the rights as provided in Section 3.1 for any LNGCo Scheduled Delivery Volumes specified in an LNGCo Scheduled Delivery Notice received by Sabine during the Term which has not been delivered to the Sabine Pass Terminal during the Term or which has been delivered, but not yet regasified and delivered to a Delivery Point.

(c) Termination of the TUA prior to expiration of the Term of this Agreement shall not compromise or in any way affect the rights and obligations of LNGCo or Sabine under this Agreement. The obligation to make payments of the Reservation Fee and the Operating Fee and any other costs payable to Sabine under the TUA shall remain the sole obligation of Investments, and LNGCo shall have no liability for Investments' failure to make any such payments to Sabine. Sabine shall provide LNGCo with prompt written notice of a termination of the TUA.

6.2 Transition Period. LNGCo shall be required to regasify and sell any inventory remaining in storage at the Sabine Pass Terminal (other than such inventory that was delivered pursuant to a Term Purchase Agreement) not later than the final calendar day of the final calendar month of the Term, provided, however, that (a) if the Term ends prior to the second anniversary of the Effective Date, then LNGCo shall be required to so regasify and sell such inventory prior to the last date of the month following the month containing the date of termination, and (b) CMI shall have the right to purchase such inventory as provided in Section 9.7(a) of the Services Agreement.

ARTICLE VII
GENERAL PROVISIONS

7.1 Entire Agreement; Amendment; Counterparts. This Agreement, the Exhibits hereto and all documents contemplated hereunder constitute the entire agreement between the Parties with respect to the matters set forth herein and therein and supersede any and all negotiations, agreements, and expressions of intent, written or oral, prior hereto. This Agreement may be amended only by written agreement executed by the Parties after the Effective Date. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

7.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.3 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior consent of all other Parties to this Agreement; provided that such consent shall not be unreasonably withheld.

7.4 Severability. If any term or provision hereof, or the application thereof to any Person or circumstance, shall to any extent be contrary to any Applicable Law or otherwise invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is contrary, invalid or unenforceable shall not be affected thereby and, to the extent consistent with the overall intent hereof as evidenced by this Agreement taken as a whole, shall be enforced to the fullest extent permitted by Applicable Law.

7.5 No Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults whether of a like kind or different nature.

7.6 Publicity. Each Party, and its Affiliates and their Representatives, shall not issue any press release regarding the transactions contemplated hereby without the prior approval of, the other Party, in each case such approval not to be unreasonably withheld. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit any Party from making any disclosure which its counsel deems reasonably necessary in order to fulfill such Party's or any Affiliate's obligation under Applicable Law.

7.7 Confidentiality. The Parties hereto agree that all information made available by a Party ("Disclosing Party") to the other Party ("Non-Disclosing Party") pursuant this Agreement shall be confidential and shall not be disclosed to any third party, except for such information: (i) as may be or become generally available to the public, (ii) as may be required or appropriate to be revealed in response to any summons, subpoena, request from a Governmental Authority, or otherwise in connection with any Action or to comply with any Applicable Law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard, (iii) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the Disclosing Party, if any, in making such disclosure, (iv) as may be

furnished to the Non-Disclosing Party's employees, officers, directors, auditors, attorneys, advisors or lenders, or the employees, officers, directors, auditors, attorneys, advisors or lenders of the Non-Disclosing Party's Affiliates or agents which are required or instructed to keep the information that is so disclosed in confidence; or (v) as may be disclosed to counterparties or the Sabine Pass Terminal as required in connection with this Agreement, the transactions contemplated hereby or the Services. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree, because in certain circumstances, money damages would be an inadequate remedy, that a Party shall be entitled to seek specific performance and injunctive relief as remedies for any breach of this Section 7.7. This Section 7.7 shall survive for one (1) year following any termination of this Agreement.

7.8 Notices and Other Communications. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given when (i) delivered in person, (ii) five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested or (iii) delivered by telecopy and promptly confirmed by delivery in person or post as aforesaid in each case, with postage prepaid, addressed as follows:

If to Sabine:	Sabine Pass LNG, L.P 700 Milam Street, Suite 800 Houston, Texas 77002 Phone: (713) 375-5000 Fax: (713) 375-6160 Attention: Contract Administration
If to LNGCo:	JPMorgan LNG Co. 700 Louisiana Street, Suite 1000 Houston, TX 77002 Phone: 713.236.3000 Fax: 713.236.5000 Attention: LEGAL (Contract Administrator)

or to such other address or addresses as the Parties may from time to time designate in writing.

7.9 Governing Law; Venue. The Parties agree that this Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to principles of conflict of laws (whether of the State of New York or any other jurisdiction).

7.10 JURY TRIAL WAIVER. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

7.11 Third Parties. This Agreement confers no rights, benefits, duties, obligations or liabilities whatsoever upon any Person other than Sabine and LNGCo and does not create, and shall not be interpreted as creating, any standard of care, duty or liability to or for the benefit of any Person other than the contractual duties provided expressly in this Agreement of each Party to the other Party hereto.

7.12 Time of Essence. With regards to all obligations set forth herein, time is of the essence.

7.13 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and signature pages hereto may be delivered by telecopy or other electronic or digital transmission method.

7.14 Headings. The headings used for the Articles and Sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and agreed to be bound hereby.

SABINE PASS LNG, L.P.

By: Sabine Pass LNG-GP, Inc.
its general partner

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Title: Chief Financial Officer

JPMORGAN LNG Co.

By: /s/ Patrick Strange
Name: Patrick Strange
Title: Managing Director

Exhibit 10.6

TRI-PARTY AGREEMENT

by and among

Cheniere Energy Investments, LLC,

JPMorgan LNG CO.,

and

Sabine Pass LNG, L.P.

effective as of

July 1, 2010

TABLE OF CONTENTS

TRI-PARTY AGREEMENT

This Tri-Party Agreement ("Agreement") dated June 24, 2010 and effective as of July 1, 2010 (the "Effective Date"), is by and among Cheniere Energy Investments, LLC, a Delaware limited liability company ("Investments"), JPMorgan LNG Co., a Delaware company ("LNGCo") and Sabine Pass LNG, L.P., a Delaware limited partnership ("Sabine"). Investments, LNGCo and Sabine are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Sabine, LNGCo and CMI were parties to that certain Tri-Party Agreement dated as of March 26, 2010 and effective as of April 1, 2010 (the "Original Agreement") (i) under which Sabine granted LNGCo the option to enter terminal use agreements in connection with Term Purchase Agreements (as hereinafter defined) and (ii) that provided procedures among the parties to accommodate new third party terminal use agreements; and

WHEREAS, pursuant to that certain Surrender of Capacity Rights Agreement (the "Surrender Agreement"), dated as of March 26, 2010 and effective April 1, 2010, CMI surrendered certain of its rights to utilize Services under the Amended and Restated LNG Terminal Use Agreement by and between CMI and Sabine, dated as of November 9, 2006, as amended by that certain Amendment of LNG Terminal Use Agreement, dated June 25, 2007 (such agreement as so amended, the " TUA") to Sabine sufficient to permit Sabine to provide capacity rights granted to by Sabine to LNGCo pursuant to the LNGCo CRA; and

WHEREAS, effective as of April 1, 2010, LNGCo and CMI entered into an LNG Services Agreement (the "Services Agreement") under which LNGCo engaged CMI to provide services in connection with LNGCo's utilization of capacity under the LNGCo CRA (as hereinafter defined) and to provide certain marketing, scheduling, and other services in connection therewith (on the terms provided and as more fully specified in the Services Agreement, collectively the "Services"); and

WHEREAS, effective as of the Effective Date, pursuant to that certain Assignment and Assumption Agreement (the "Assignment Agreement") among CMI, Investments and Sabine, CMI assigned all of its rights, titles and interests in the Amended and Restated LNG Terminal Use Agreement by and between CMI and Sabine, dated as of November 9, 2006, as amended by that certain Amendment of LNG Terminal Use Agreement, dated June 25, 2007 (such agreement as so amended, the " TUA") and the Surrender of Capacity Rights Agreement (the "Surrender Agreement") dated as of March 26, 2010 and effective April 1, 2010 to Investments, and Investments accepted such assignment and assumed all of CMI's obligations accruing under the TUA and the Surrender Agreement on and after the date hereof; and

WHEREAS, immediately prior hereto, Sabine, LNGCo and CMI terminated the Original Agreement in its entirety; and

WHEREAS, Investments, LNGCo and Sabine wish to enter into this Agreement in order (i) for Sabine to grant LNGCo an option to enter terminal use agreements in connection with Term Purchase Agreements (as hereinafter defined) and (ii) provide procedures among the parties to accommodate new third party terminal use agreements.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

"Action" means, with respect to any Person, any outstanding action, order, writ, injunction, judgment, determination or decree or any claim, suit, litigation, proceeding, appeal, arbitration, mediation, tax audit or governmental investigation of any kind involving such Person or its business.

"Affiliate" means, in relation to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person, or any entity directly or indirectly under common control with such Person. For purposes of this definition, "control" of any Person that is an entity means ownership of a majority of the voting power of such Person.

"Applicable Law" means any federal, state or local laws (including common law and criminal law), codes, statutes, directives, ordinances, by-laws, regulations, rules, judgments, consent orders, settlements and agreements with Governmental Authorities, proclamations or delegated or subordinated legislation of any Governmental Authority that are applicable to this Agreement, the LNGCo CRA, the Services Agreement, a Term Purchase TUA, an LNGCo TUA, the transactions contemplated hereby or thereby, Investments, LNGCo, Sabine or the Services.

"Assigned Rights" has the meaning set forth in Section 5.3.

"Business Day" means any day ending at 5:00 p.m. Houston, Texas, Time on which banks are open for commercial business.

"Cargo Fee" has the meaning set forth in the Services Agreement.

"Cargo Lock Value" has the meaning set forth in the Services Agreement.

"CMI" means Cheniere Marketing, LLC, a Delaware limited liability company.

"Contemplated Transactions" means all of the transactions contemplated by this Agreement.

"Disclosing Party" has the meaning set forth in Section 7.7.

"Effective Date" has the meaning set forth in the Preamble.

"Governmental Authority" means any United States or non-United States federal, national, supranational, provincial, state, municipal, local or similar government,

governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body.

"Guaranteed Minimum Capacity" shall mean, at any time during the Term, the greater of (A) the sum of 0.5 Bcf/d of send-out capacity at the Sabine Pass Terminal plus additional send-out capacity at the Sabine Pass Terminal sufficient to accommodate all remaining deliveries to be made to the Sabine Pass Terminal during the Term under (i) then already executed and effective Term Purchase Agreements and Term Purchase TUAs and (ii) all other executed and effective agreements entered into by CMI that are permitted under the Services Agreement for delivery of LNG to the Sabine Pass Terminal or (B) the remainder of 2.1 Bcf/d of send-out capacity at the Sabine Pass Terminal minus the amount of send-out capacity sufficient to accommodate all remaining deliveries to be made to the Sabine Pass Terminal under (i) then executed and effective Third Party TUAs, LNG Purchase Agreements and Term Purchase TUAs and (ii) all other executed and effective agreements entered into by CMI that are permitted under the Services Agreement for delivery of LNG to the Sabine Pass Terminal.

"LNG" means processed Natural Gas in a liquid state, at or below its boiling point and at a pressure of approximately one (1) atmosphere.

"LNG Opportunity" means commercial and trading opportunities in the LNG industry.

"LNG Purchase Agreement" has the meaning set forth in the Services Agreement.

"LNGCo" means JPMorgan LNG Co., a Delaware company.

"LNGCo Agreement" means the LNGCo CRA, and any LNGCo TUA, LNG Purchase Agreement or Term Purchase TUA.

"LNGCo CRA" means the Amended and Restated Capacity Rights Agreement entered into between LNGCo and Sabine attached hereto asExhibit B.

"LNGCo TUA" means any terminal use agreement entered into between LNGCo and Sabine pursuant to the LNGCo CRA.

"Natural Gas" or "Gas" means any hydrocarbon or mixture of hydrocarbons consisting predominantly of methane which is in a gaseous state.

"Non-Disclosing Party" has the meaning set forth inSection 7.7.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or Governmental Authority or other entity.

"OCA" means an Operations Coordination Agreement entered into among Sabine, Investments, LNGCo and (if applicable) one or more other Persons pursuant to this Agreement and in form and substance reasonably acceptable to all such parties.

"Representative" means, with respect to any Person, any officer, director, principal, attorney, employee, agent, consultant, accountant or other representative of such Person.

"Sabine" means Sabine Pass LNG, L.P., a Delaware limited partnership.

"Sabine Pass Terminal" has the meaning set forth in the first Whereas clause of this Agreement.

"Services" has the meaning set forth in the fourth Whereas clause of this Agreement.

"Services Agreement" means an LNG Services Agreement, as amended, entered into between CMI and LNGCo attached hereto as Exhibit C.

"Surrender Agreement" means the Surrender of Capacity Rights Agreement by and between Investments (as successor to CMI) and Sabine attached hereto as Exhibit A.

"Surrender Period" means the period of time equal to the longer of the term of the Surrender Agreement and the LNGCo CRA.

"Term" has the meaning set forth in Article VI.

"Term Purchase Agreement" has the meaning set forth in the Services Agreement.

"Term Purchase TUA" means a terminal use agreement entered into between LNGCo and Sabine consistent with the terms of Section 3.2 and in form and substance reasonably acceptable to LNGCo and Sabine.

"Third Party TUAs" has the meaning set forth in Section 3.1.

"TUA" has the meaning set forth in the first Whereas clause of this Agreement.

1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement, (iv) the terms "modified" and "amended" and derivative or similar words shall mean amended, supplemented, waived or otherwise modified, (v) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement, (vi) the word "including" shall mean "including, without limitation," whether or not so specified, and (vii) the word "or" shall be disjunctive but not exclusive.

(b) References to agreements and other documents shall be deemed to include all subsequent modifications thereto or replacements thereof.

(c) References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(d) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(e) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

ARTICLE II
RELATIONSHIP OF THE PARTIES

2.1 No Joint Venture, Affiliation or Partnership Created. Each of the Parties is an independent contractor. None of the Parties is a representative, joint venturer, or partner of any of the other Parties, nor an agent of any of the other Parties. Each of the Parties hereby agrees that this Agreement and any and all other agreements, actions and transactions contemplated hereby and thereby are not intended to create, and shall not be interpreted, construed or deemed to create in any respect, any association, joint venture, co-ownership, co-authorship, or partnership, whether general, limited or otherwise, between as among any of the Parties, or to impose any partnership fiduciary or other duty, obligation or liability of any kind upon any of the Parties. None of the Parties shall have any right, power or authority to control or manage the business of any other Party, to execute, authenticate or deliver any contract for or on behalf of or in the name of, or to incur any liability for, or to otherwise bind any other Party. The Parties agree that they are not, and shall not be, and shall not hold each other out to be, co-employers. No Party shall be entitled to or obligated to share in any profits or losses of any other Party, its business, or to contribute any money or property to any other Party or its business.

2.2 Arm's-Length Status of Parties. Each of the Parties is contracting at arm's-length and as independent Parties, each of which is agreed to be and shall be fully entitled to act solely in and for its own interest and without any duty or obligation to act in the interest of any of the other Parties; provided only that each Party assumes the contractual duties and obligations expressly set forth in this Agreement.

ARTICLE III
CREATION OF NEW OR REVISED TERMINAL USE AGREEMENTS

3.1 Third Party TUAs. Investments, LNGCo and Sabine hereby agree that there shall be no restriction created hereunder upon (a) Sabine's right to enter into new terminal use agreements with third parties or (b) Investments' right to assign the TUA, subject to LNGCo's rights under Section 3.1 and Section 3.3 of the LNGCo CRA (collectively, the "Third Party TUAs"); provided, however that (i) each Third Party TUA the capacity for which is provided from the TUA must be executed in conjunction with an OCA in a form reasonably acceptable to such parties, and (ii) the aggregate Maximum Gas Redelivery Rate under all Third Party TUAs at

any time during the Surrender Period shall not be greater than the amount equal to (x) two million one hundred thousand (2,100,000) MMBTU per day less (y) the Guaranteed Minimum Capacity, and (iii) the term of such Third Party TUA shall not be less than two (2) years unless CMI and LNGCo mutually agree otherwise. Within ninety (90) days of Sabine giving Investments and LNGCo notice that it has entered into a Third Party TUA:

(a) If the capacity for such Third Party TUA is provided from the TUA, Investments, LNGCo and the applicable third party or parties shall enter into an OCA with Sabine for a term equivalent to the Initial Term of the TUA and any Extension Terms, if applicable, in a form reasonably acceptable to such parties; provided, however, that LNGCo shall only be party to such OCA during the term of the LNGCo CRA, any Term Purchase TUA or any LNGCo TUA; and

(b) As to any Third Party TUA entered into by Sabine, Investments and Sabine shall amend the TUA in order to (i) reduce the Maximum LNG Reception Quantity by the amount of the maximum LNG reception quantity in the Third Party TUA, (ii) reduce the Maximum Gas Redelivery Rate by the amount of the maximum gas redelivery rate in the Third Party TUA, and (iii) if the capacity for such Third Party TUA is provided from the TUA, make Investments' right to store LNG at the Sabine Pass Terminal subject to the OCA.

3.2 Term Purchase TUA. If at any time and from time to time during the Term LNGCo enters into a Term Purchase Agreement that is originated by CMI under the terms of the Services Agreement, LNGCo shall have the option to enter into a new terminal use agreement with Sabine ("Term Purchase TUA") upon the following terms and conditions:

(a) Upon LNGCo's exercise of the option to enter into a Term Purchase TUA, LNGCo shall give written notice to Sabine specifying the Maximum LNG Reception Quantity, Maximum Gas Redelivery Rate and the term for such Term Purchase TUA;

(b) The Reservation Fee and Operating Fee for the Term Purchase TUA shall be calculated according to one of the following two options, as elected by LNGCo in writing to the other Parties: (i) an amount equal to the calculation set forth in Part One Article "C" of the CMI TUA, where for the purposes of the calculation of the Operating Fee the Commercial Start Date shall be deemed to be January 1, 2009; or (ii) a fixed amount that is equivalent to the Cargo Fee (as defined in the Services Agreement), evaluated on a forward basis expressed as a fixed cost in $/MMBTU, and calculated on a prospective basis at the date of execution of the Term Purchase TUA based on commercially reasonable estimates of forward curves and costs applicable to the purchase of cargoes under the Term Purchase Agreement; provided, that, in the event LNGCo selects the price option set forth in subclause (ii), (A) the Operating Fee shall be an amount equal to the calculation set forth in Part One Article "C" of the TUA, where for purposes of the calculation of the Operating Fee the Commercial Start Date shall be deemed to be January 1, 2009 and (B) the remainder of such fixed amount shall be the Reservation Fee. LNGCo's obligation to pay the reservation fee and operating fee under the Term Purchase TUA shall be guaranteed by an entity carrying not less than a "AA" credit rating;

(c) If not already executed by such Parties, LNGCo and Investments will enter into an OCA in a form reasonably acceptable to such parties for the term of the Term Purchase TUA; and

(d) Investments and Sabine shall enter into an amendment of the TUA to (i) reduce the Maximum LNG Reception Quantity and the Maximum Gas Redelivery Rate for the term of the Term Purchase TUA, such reduction to be equal to the Maximum LNG Reception Quantity and Maximum Gas Redelivery Rate set out in the Term Purchase TUA, and (ii) in the event that LNGCo selects the price option set forth in Section 3.2(b)(ii), increase the Reservation Fee by an amount such that the sum of the revised reservation fee and the reservation fee under the Term Purchase TUA is equal to the Reservation Fee existing prior to the amendment; provided, however, that the Maximum Gas Redelivery Rate available to Investments under the TUA will not be reduced (and the Term Purchase TUA may not be entered into if the result would be to reduce the Maximum Gas Redelivery Rate) below the Guaranteed Minimum Capacity.

3.3 TUA. Subject to the express rights to enter into Third Party TUAs and the right to amend the TUA as permitted by Section 3.1 of this Agreement in connection therewith, Sabine Pass and Investments agree not to amend or modify the TUA or any of the documents executed in connection therewith in any way which would materially affect LNGCo's rights under any LNGCo Agreement or which would prohibit or adversely impact the Parties' ability to perform the Contemplated Transactions. LNGCo is an intended third party beneficiary of the Surrender Agreement.

3.4 Exclusivity. Investments acknowledges that pursuant to the Services Agreement CMI is obligated to exclusively present LNG Opportunities (if any) to LNGCo for LNGCo's review and acceptance or rejection as provided therein, subject to the exceptions expressly provided for in the Services Agreement. Investments agrees for the benefit of LNGCo that during the term of the Services Agreement, if Investments has an LNG Opportunity that CMI would have been obligated to present to LNGCo under the Services Agreement if CMI had developed such LNG Opportunity, then (a) Investments shall present that LNG Opportunity to CMI for presentation to LNGCo consistent with the provisions of the Services Agreement for presenting LNGCo LNG Opportunities and (b) Investments will not pursue such LNG Opportunity until such presentation to LNGCo has occurred and LNGCo has declined to pursue such LNGCo Opportunity, as set forth in the Services Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 Representations of the Parties. On the Effective Date each Party represents and warrants to the other Parties that:

(a) the representing Party is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the state of its organization;

(b) neither the execution and delivery by the representing Party of this Agreement, nor the consummation by such Party of any of the transactions under this Agreement requires the

consent or approval or the giving of notice to, the registration with, the recording or filing of any document with or the taking of any other action in respect of, any Governmental Authority or any other Person;

(c) the representing Party has the requisite organizational power and authority to, and has taken all organizational action necessary to, execute and deliver this Agreement to which such Party is intended to be a party, to consummate the Contemplated Transactions and to perform its obligations contained herein and thereunder, as applicable and no other organizational proceedings on the part of such Party are necessary to authorize this Agreement and the consummation of the Contemplated Transactions;

(d) this Agreement has been duly executed and delivered by the representing Party. This Agreement and each other Transaction Document to which such Party is a party is a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally or (ii) general principles of equity, whether considered in a proceeding at law or in equity;

(e) none of the execution, delivery and performance of this Agreement, the consummation of the Contemplated Transactions or compliance with any of the provisions hereof will result in (i) a violation of or a conflict with any provision of the organizational documents of the representing Party, (ii) a violation of, a conflict with, a breach of, or a default under (with or without notice or passage of time), the termination or acceleration of the performance required by, or the creation of any right of any party to accelerate, modify, terminate or cancel, any material term or provision of any material contract to which such Party is a party or by which any of its Assets are bound, (iii) a violation or breach in any material respect of any Applicable Law applicable to the representing Party, or (iv) the representing Party being required to obtain any material consent, waiver, agreement, Permit or approval or material authorization of, or material declaration, filing, notice or registration to or with, or material assignment by, any third party other than a Governmental Authority;

(f) such Party has all material Permits necessary for (i) the conduct of its business as now being conducted and as proposed to be conducted as contemplated in this Agreement and (ii) the performance of its obligations under this Agreement, and owns or possesses such Permits free and clear of any material encumbrances. All such Permits are valid and in full force and effect in all material respects;

(g) there is no Action or investigation pending or, to such Party's knowledge, threatened against such Party, either in any one instance or in the aggregate, (i) which would be likely to impair materially the ability of such Party to perform under the terms of this Agreement or (ii) which would materially draw into question the validity of this Agreement;

(h) such Party is not in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default might have consequences that would materially and adversely affect its performance hereunder; and

(i) such Party has insurance policies, binders or other forms of insurance that provide, and during their term have provided, coverage to the extent and in the manner (a) adequate for such Party and its businesses and operations and the risks insured against in connection therewith and (b) as may be or may have been required by material Applicable Law and by any material contracts to which such Party is or has been a party, except, in either case, as would not have a material adverse effect on such Party.

ARTICLE V
LIMITATION OF LIABILITY; TAXES; SET OFF

5.1 Limitation of Liability. NONE OF THE PARTIES NOR ANY OF THEIR AFFILIATES SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH SUCH PARTY'S OR ANY OF ITS AFFILIATES' PERFORMANCE OR NONPERFORMANCE HEREUNDER.

5.2 Taxes. Notwithstanding anything to the contrary contained in this Agreement, no Party shall have any liability for, and no Party shall be obligated to pay for, (i) any property taxes or any sales or use taxes or other excise taxes of any kind or type applicable to the property of any other Party or any of its Affiliates, (ii) any income, capital gains or similar taxes applicable to any other Party, or (iii) any franchise taxes, business occupation taxes, gross receipts taxes, goods and services taxes or any other business privilege taxes of any kind or type applicable to any other Party or any of its Affiliates for the privilege of doing business in the jurisdiction of the Governmental Authority imposing the tax.

5.3 Redirected Payment. LNGCo acknowledges that pursuant to, and subject to the terms of, Section 5.2 of the Services Agreement, CMI has assigned its rights (the "Assigned Rights") to receive that portion of a the Cargo Lock Value and/or the Cargo Fee attributable to (i) each cargo, if any, of LNG purchased by LNGCo under the Services Agreement that is delivered to the Sabine Pass Terminal after termination of the VCRA or rejection of the VCRA in a bankruptcy proceeding and (ii) each cargo, if any, of LNG purchased by LNGCo under the Services Agreement that is delivered to the Sabine Pass Terminal within twenty (20) Business Days prior to the date of termination of the VCRA or rejection of the VCRA in a bankruptcy proceeding and for which LNGCo has not previously paid such portion of the Cargo Lock Value or the Cargo Fee to CMI with respect to such cargo. LNGCo agrees with Sabine and Investments (i) not to amend the provisions of Section 5.2 of the Services Agreement without the prior written consent of Sabine and Investments and (ii) that unless prohibited by Applicable Law LNGCo shall honor the assignment provided for in Section 5.2 of the Services Agreement on and after LNGCo receives written notice of the VCRA termination or rejection in a bankruptcy proceeding. Investments hereby assigns the Assigned Rights to Sabine. The full amount of any such payments made by LNGCo to Sabine shall be set off against and reduce any amount owed or owing by Investments to Sabine under the TUA.

ARTICLE VI
TERM; SEVERAL OBLIGATIONS

6.1 Term. The term of this Agreement shall be that period of time extending from 9:00 am Central Time in Houston, Texas, on the Effective Date and continuing until the termination or expiration of the Services Agreement (such period of time being herein called, the "Term").

6.2 Several Obligations. The obligation to make payments of the Reservation Fee and the Operating Fee and any other costs payable to Sabine under the TUA shall remain the sole obligation of Investments and LNGCo shall have no liability for Investments' failure to make any such payments to Sabine.

ARTICLE VII
GENERAL PROVISIONS

7.1 Entire Agreement; Amendment; Counterparts. This Agreement, the Exhibits hereto and all documents contemplated hereunder constitute the entire agreement between the Parties with respect to the matters set forth herein and therein and supersede any and all negotiations, agreements, and expressions of intent, written or oral, prior hereto. This Agreement may be amended only by written agreement executed by the Parties after the Effective Date. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

7.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.3 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior consent of all other Parties to this Agreement; provided that such consent shall not be unreasonably withheld.

7.4 Severability. If any term or provision hereof, or the application thereof to any Person or circumstance, shall to any extent be contrary to any Applicable Law or otherwise invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is contrary, invalid or unenforceable shall not be affected thereby and, to the extent consistent with the overall intent hereof as evidenced by this Agreement taken as a whole, shall be enforced to the fullest extent permitted by Applicable Law.

7.5 No Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults whether of a like kind or different nature.

7.6 Publicity. Each Party, and its Affiliates and their Representatives, shall not issue any press release regarding the transactions contemplated hereby without the prior approval of, the other Party, in each case such approval not to be unreasonably withheld. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit any Party from making any disclosure which its counsel deems reasonably necessary in order to fulfill such Party's or any Affiliate's obligation under Applicable Law.

7.7 Confidentiality. The Parties hereto agree that all information made available by a Party ("Disclosing Party") to the other Party ("Non-Disclosing Party") pursuant this Agreement shall be confidential and shall not be disclosed to any third party, except for such information: (i) as may be or become generally available to the public, (ii) as may be required or appropriate to be revealed in response to any summons, subpoena, request from a Governmental Authority, or otherwise in connection with any Action or to comply with any Applicable Law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard, (iii) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the Disclosing Party, if any, in making such disclosure, (iv) as may be furnished to the Non-Disclosing Party's employees, officers, directors, auditors, attorneys, advisors or lenders, or the employees, officers, directors, auditors, attorneys, advisors or lenders of the Non-Disclosing Party's Affiliates or agents which are required or instructed to keep the information that is so disclosed in confidence; or (v) as may be disclosed to Counterparties, the Sabine Pass Terminal as required in connection with providing the Services. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree, because in certain circumstances, money damages would be an inadequate remedy, that a Party shall be entitled to seek specific performance and injunctive relief as remedies for any breach of this Section 7.7. This Section 7.7 shall survive for one (1) year following any termination of this Agreement.

7.8 Notices and Other Communications. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given when (i) delivered in person, (ii) five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested or (iii) delivered by telecopy and promptly confirmed by delivery in person or post as aforesaid in each case, with postage prepaid,

addressed as follows:

If to Sabine Pass:	Sabine Pass LNG, L.P 700 Milam Street, Suite 800 Houston, Texas 77002 Phone: 713.375.5000 Fax: 713.375.6160 Attention: Contract Administration
If to Investments:	Cheniere Energy Investments, LLC 700 Milam Street, Suite 800 Houston, TX 77002 Phone: 713.375.5000 Fax: 713.375.6160 Attention: Contract Administration

If to LNGCo: JPMorgan LNG Co.
700 Louisiana Street, Suite 1000
Houston, TX 77002
Phone: 713.236.3000
Fax: 713.236.5000
Attention: LEGAL (Contract Administrator)

or to such other address or addresses as the Parties may from time to time designate in writing.

7.9 Governing Law; Venue. The Parties agree that this Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to principles of conflict of laws (whether of the State of New York or any other jurisdiction).

7.10 JURY TRIAL WAIVER. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

7.11 Third Parties. This Agreement confers no rights, benefits, duties, obligations or liabilities whatsoever upon any Person other than Sabine, LNGCo and Investments and does not create, and shall not be interpreted as creating, any standard of care, duty or liability to or for the benefit of any Person other than the contractual duties provided expressly in this Agreement of each Party to the other Party hereto.

7.12 Time of Essence. With regards to all obligations set forth herein, time is of the essence.

7.13 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and signature pages hereto may be delivered by telecopy or other electronic or digital transmission method.

7.14 Headings. The headings used for the Articles and Sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and agreed to be bound hereby.

SABINE PASS LNG, L.P.

By: Sabine Pass LNG-GP, Inc.
its general partner

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Its: Chief Financial Officer

CHENIERE ENERGY INVESTMENTS, LLC

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Its: Chief Financial Officer

JPMORGAN LNG CO.

By: /s/ Patrick Strange
Name: Patrick Strange
Its: Managing Director

Exhibit 10.7

EXECUTION COUNTERPART

SIXTH AMENDMENT TO
CREDIT AGREEMENT, SECOND AMENDMENT
TO SECURITY DEPOSIT AGREEMENT AND CONSENT

This SIXTH AMENDMENT TO CREDIT AGREEMENT, SECOND AMENDMENT TO SECURITY DEPOSIT AGREEMENT AND CONSENT (this "***Amendment and Consent***") is entered into, as of June 24, 2010, by Cheniere Common Units Holding, LLC, a Delaware limited liability company (the "***Borrower***"), the Loan Parties, the Lenders party hereto and The Bank of New York Mellon, as administrative agent (in such capacity and together with its successors, the "***Administrative Agent***"), as collateral agent (in such capacity and together with its successors, the "***Collateral Agent***") and as depositary agent (in such capacity and together with its successors, the "***Depositary Agent***") .

All capitalized terms used in this Amendment and Consent and not otherwise defined herein have the meanings ascribed to such terms in the Credit Agreement (as defined below).

Preliminary Statements

A. The Borrower has entered into that certain Credit Agreement, dated as of August 15, 2008, by and among the Borrower, the Administrative Agent, certain affiliates of the Borrower signatory thereto and the Lenders from time to time party thereto (as amended by that certain First Amendment to Credit Agreement, dated as of September 15, 2008, Second Amendment to Credit Agreement, dated as of December 31, 2008, Third Amendment to Credit Agreement, dated as of April 3, 2009, Fourth Amendment to Credit Agreement, dated as of April 9, 2009, Amendment No. Four-A to Credit Agreement, dated as of April 27, 2009, Amendment No. Four-B to Credit Agreement, dated as of April 28, 2009, Amendment No. Four-C to Credit Agreement, dated as of June 23, 2009, Amendment No. Four-D to Credit Agreement, dated as of June 29, 2009, and Fifth Amendment to Credit Agreement, dated as of September 17, 2009, as further amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***");

B. In connection with the Credit Agreement, Holdings, the Collateral Agent and the Depositary Agent have entered into that certain Security Deposit Agreement dated as of August 15, 2008 (as amended by that certain First Amendment to Security Deposit Agreement dated as of June 19, 2009, as further amended, restated, supplemented or otherwise modified from time to time, the "***Depositary Agreement***");

C. CMI intends to assign all of its rights and obligations under the CMI TUA to Cheniere Energy Investments, LLC;

D. The Borrower has notified the Administrative Agent, the Collateral Agent, the Depositary Agent and the Lenders that it desires to amend the Credit Agreement and the Depositary Agreement to, among other things, (i) permit the amendment of the Management and Administrative Services Letter Agreement dated March 26 2007 between CQP and Cheniere LNG Terminals (the "***Management Services Letter***") in the form of Exhibit A hereto and (ii) cause up to $63,580,000 of the funds held in the TUA Reserve Account to be used pay all accrued and unpaid interest, all outstanding Permitted Accrued Interest, and the remainder to pay principal of the Loans under the Credit Agreement, all as set forth herein on the terms and conditions set forth herein; and

E. Subject to certain conditions as set forth herein, the Administrative Agent, the Collateral Agent, the Depositary Agent and the Lenders are willing to agree to the amendments to the Credit Agreement and the Depositary Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and the agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Loan Parties, the Administrative Agent, the Collateral Agent, the Depositary Agent and the Lenders, hereby agree as follows:

1. Amendments to Credit Agreement. On the Sixth Amendment Effective Date, the Credit Agreement is amended as follows:

1.1. Amendments to Section 1.01 (Definitions).

1.1.1. Section 1.01 of the Credit Agreement is hereby amended by adding the following new definitions in proper alphabetical sequence:

"Sixth Amendment" shall mean that certain Sixth Amendment to Credit Agreement, First Amendment to Depositary Agreement and Consent, dated as of June 24, 2010, among the Borrower, certain affiliates of the Borrower signatory thereto, the Administrative Agent, the Collateral Agent, the Depositary Agent and the Lenders party thereto.

"Sixth Amendment Effective Date" shall mean the date of satisfaction or waiver by the Lenders of the conditions referred to in Section 5 of the Sixth Amendment.

"Variable Capacity Rights Agreement" shall mean the Variable Capacity Rights Agreement dated as of June 24, 2010 between CMI and Cheniere Energy Investments, LLC.

1.1.2. The definition of "CEI Threshold" is hereby amended and restated in its entirety to read as follows:

" "CEI Threshold" shall mean an amount equal to $150,000,000, of which no more than $50,000,000 may be utilized for the purposes of issuing Guarantees in respect of obligations not constituting Indebtedness of the Marketing Entities; provided that CEI's guarantee of CMI's obligations under the Variable Capacity Rights Agreement shall not be counted in determining the CEI Threshold. For the avoidance of doubt, the transactions permitted pursuant to Sections 6.01(h), 6.04(d)(X) and 6.10(g)(X) shall not in the aggregate exceed the amount set forth in the preceding sentence."

1.1.3. The definition of "CMI TUA" is hereby amended and restated in its entirety to read as follows:

""CMI TUA" means that certain Amended and Restated LNG Terminal Use Agreement between CMI and Sabine dated November 9, 2006, as amended by Amendment of LNG Terminal Use Agreement dated January 25, 2007 and as assigned by CMI to Cheniere Energy Investments, LLC pursuant to that certain Assignment and Assumption Agreement dated as of June 24, 2010 among CMI, Sabine and Cheniere Energy Investments, LLC."

1.1.4. Section 1.01 of the Credit Agreement is further amended by deleting the existing definitions of "Operation Fee" and "Reservation Fee".

1.2. Amendment to Section 5.11 (Use of Funds in the TUA Reserve Account). Clause (b) and Clause (c) of Section 5.11 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(b) [RESERVED]."

"(c) [RESERVED]."

1.3. Amendment to Section 6.06 (Transactions with Affiliates). Section 6.06 of the Credit Agreement is hereby amended by adding the following at the end thereof: "; provided that the Affiliate transactions contemplated by the Sixth Amendment shall each be permitted hereunder."

1.4. Amendments to Section 6.09 (Amendments or Waivers of Organizational Documents; Intercompany Loans and Management Services Agreements). Section 6.09 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 6.09. Amendments or Waivers of Organizational Documents; Intercompany Loans and Management Services Agreements. Without the prior consent of the Required Lenders (i) the Borrower shall not agree to any amendment, restatement, supplement or other modification to, or waiver of, any of its Organizational Documents or the Global Intercompany Note in a manner adverse to the Secured Parties (ii) Holdings shall not permit CQP GP to amend the CQP Partnership Agreement and (iii) no Loan Party which is a party to a Management Services Agreement will agree to any amendment to a Management Services Agreement to which it is a party; provided that the Management and Administrative Services Letter Agreement dated March 26, 2007 between CQP and Cheniere LNG Terminals may be amended in the form delivered to the Administrative Agent in accordance with Section 5.6 of the Sixth Amendment."

1.5. Amendment to Section 6.10 (Restricted Payments). Clause (e) of Section 6.10 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(e) [RESERVED]."

1.6. Amendment to Section 6.14 (Management Services Agreements). Section 6.14 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 6.14. Management Services Agreement. CEI will not permit any Loan Party or CQP GP to take any action that would cause a reduction in the payments under, reduce the tenor of or make any other material change to any of the Management Services Agreements; provided that the Management and Administrative Services Letter Agreement dated March 26, 2007 between CQP and Cheniere LNG Terminals may be amended in the form delivered to the Administrative Agent in accordance with Section 5.6 of the Sixth Amendment."

1.7. Amendment to Section 6.17 (Distribution Reserve). Section 6.17 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 6.17. [RESERVED]."

2. Amendments to Depositary Agreement. On the Sixth Amendment Effective Date, the Depositary Agreement is amended as follows:

2.1. Amendment to Section 1.1 (Defined Terms). The definition of "Financial Officer's Certificate" is hereby amended and restated in its entirety to read as follows:

""Financial Officer's Certificate" shall mean a certificate from a Financial Officer of Holdings addressed to the Depositary Agent and the Collateral Agent by Holdings and executed by the Financial Officer of Holdings, in form and substance reasonably satisfactory to the Depositary Agent and the Collateral Agent."

2.2. Amendment to Section 3.1 (Deposits into the TUA Reserve Account). Clause (b) of Section 3.1 of the Depositary Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Disbursements from the TUA Reserve Account. To the extent that no Event of Default has occurred and is continuing, Holdings may request from time to time disbursements from the Account for general working capital purposes or any other purpose not prohibited by the Loan Documents. Upon receipt by the Depositary Agent of a completed Withdrawal Certificate in accordance with the foregoing before 12:00 Noon (New York City time) on any Business Day, the Depositary Agent shall make the disbursements as specified in such Withdrawal Certificate as soon as reasonably practicable, and in any event within five (5) Business Days following receipt of such Withdrawal Certificate."

2.3. Amendment to Section 3.5 (Trigger Event Date). Clause (e)(iii) of Section 3.5 of the Depositary Agreement is hereby amended and restated in its entirety to read as follows:

"(iii) [RESERVED];"

2.4. Amendment to Appendix A and Appendix B. Appendix A to the Depositary Agreement is hereby deleted. Appendix B to the Depositary Agreement is hereby deleted and replaced with the Withdrawal Certificate attached to this Amendment as Appendix 1.

3. Certain Consents and Limited Waivers to Amendment. On the Sixth Amendment Effective Date, the Lenders (as evidenced by their executed signature pages hereto) hereby consent to (i) the amendment to the Management Services Letter in the form required by Section 5.6 hereof and (ii) the use of amounts on deposit in the TUA Reserve Account to make the payments set forth in Section 5.7 hereof. For the avoidance of doubt, in connection with the transactions contemplated by this Amendment and Consent, the Lenders hereby consent to the amendment to the Management Services Letter in the form required by Section 5.6 hereof notwithstanding any provision in (x) the LNG Entities Guarantee and Collateral Agreement (Crest Entities) to the contrary, including Section 5.12 thereof and (y) the CQP Consent and Agreement (Management Services Letter Agreement) dated as of August 15, 2008 among Cheniere LNG Terminals, Inc., Cheniere Energy Partners, L.P. and the Collateral Agent, including Section 1(f) thereof.

4. Representations and Warranties. Each Loan Party hereby represents and warrants to the Administrative Agent, the Collateral Agent and the Lenders (which representations and warranties shall survive the execution and delivery of this Amendment and Consent), as follows:

4.1. Absence of Defaults. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Amendment and Consent that would constitute a Default or Event of Default after giving effect to this Amendment and Consent.

4.2. Enforceability. This Amendment and Consent has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

4.3. Authorization, No Conflicts. The execution, delivery and performance of this Amendment and Consent by each Loan Party (i) has been duly authorized by all requisite organizational action of such Person and (ii) will not (A) violate (1) any provision of law, statute, rule or regulation, or of the certificate or articles of incorporation or other constitutive documents or by-laws of such Person, (2) any order of any Governmental Authority or arbitrator or (3) any provision of any indenture, agreement or other instrument to which such Person is a party or by which it or any of its property is or may be bound, (B) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under any such indenture, agreement or other instrument or (C) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by such Person (other than Liens created under the Security Documents).

4.4. Incorporation of Representations and Warranties. The representations and warranties contained in Article III of the Credit Agreement are and will be true and correct in all

material respects on and as of the date hereof to the same extent as though made on and as of this date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date.

5. Effectiveness. The effectiveness of this Amendment and Consent is subject to the satisfaction of each the following conditions precedent:

5.1. Execution. The Administrative Agent shall have received duly executed and delivered counterparts of this Amendment and Consent that, when taken together, bear the signatures of the Loan Parties, the Lenders, the Administrative Agent, the Collateral Agent and the Depositary Agent.

5.2. Representations and Warranties. The representations and warranties contained herein shall be true and correct in all respects.

5.3. Necessary Consents. Each Loan Party shall have obtained all material consents necessary or advisable in connection with the transactions contemplated by this Amendment and Consent.

5.4. Fees. All fees and expense reimbursement payable by the Borrower to the Administrative Agent, the Collateral Agent, the Depositary Agent and the Lenders for which invoices have been presented shall have been paid in full.

5.5. CMI TUA. The Administrative Agent shall have received evidence in form and substance satisfactory to the Lenders of the assignment by CMI of its rights and obligations under the CMI TUA to Cheniere Energy Investments, LLC, such assignment to be in form and substance satisfactory to the Lenders.

5.6. Amendment to Management Services Letter. The Administrative Agent shall have received an Officer's Certificate of the Borrower certifying that attached thereto is a true, correct and complete copy of a duly executed amendment to the Management Services Letter. Such amendment shall be in form, scope and substance acceptable to the Lenders.

5.7. Payment of Permitted Accrued Interest and Principal. Holdings shall have delivered to the Depositary Agent (with a copy to the Administrative Agent) a duly executed Withdrawal Certificate irrevocably directing that a prepayment of the Loans (together with accrued and unpaid interest thereon) in an amount equal to $63,580,000 be made to the Administrative Agent to be applied, first, to all accrued and unpaid interest on the Loans to the date of such prepayment, second, to principal of the Loans consisting of Permitted Accrued Interest and, third, to the remaining principal of the Loans (other than principal of the Loans consisting of Permitted Accrued Interest), in each case, in accordance with the Credit Agreement; provided the provisions of Section 2.08 of the Credit Agreement shall be waived with respect to such payments of principal pursuant to this Section 5.7 in excess of Permitted Accrued Interest.

5.8. Variable Capacity Rights Agreement. The Administrative Agent shall have received an Officer's Certificate of the Borrower certifying that attached thereto is a true, correct and complete copy of the duly executed Variable Capacity Rights Agreement.

5.9. Opinion of Counsel. The Lenders shall have received, on behalf of themselves and the Administrative Agent, a favorable written opinion of Andrews Kurth LLP, counsel to the Borrower, with respect to the enforceability of the Management Services Letter and non-contravention of the Management Services Letter with the CQP Partnership Agreement in form and substance satisfactory to the Lenders.

Notwithstanding anything to the contrary in this Amendment and Consent, each Lender by delivering its signature page to this Amendment and Consent hereby directs the Agents and the Depositary Agent to execute this Amendment and Consent and shall be deemed to have acknowledged receipt of and consented to and approved the Amendment and Consent and each other document required hereunder to be approved by any Agent or any Lender, as applicable, on the date such Lender delivers its signature to this Amendment and Consent and each of the Agents and the Depositary Agent shall be entitled to rely on such confirmation.

6. Reference to and Effect Upon the Loan Documents.

6.1. Except as specifically set forth above, the Credit Agreement and each other Loan Document shall remain in full force and effect and is hereby ratified and confirmed. Except to the extent expressly set forth herein, the execution, delivery and effectiveness of this Amendment and Consent shall not operate as a waiver of any right, power or remedy of Agents or any Lender under the Loan Documents, or any other document, instrument or agreement executed and/or delivered in connection therewith.

6.2. Any reference in any Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as modified by this Amendment and Consent, and any reference in any Loan Document to any other Loan Document shall be a reference to such referenced Loan Document as modified by this Amendment and Consent.

6.3. This Amendment is a Loan Document. The provisions of Section 9.15 of the Credit Agreement shall apply with like effect to this Amendment and Consent.

7. Further Assurances. Each Loan Party hereby agrees to authorize, execute and deliver all additional instruments, certificates, financing statements, agreements or documents, and take all such actions as the Administrative Agent, the Collateral Agent, the Depositary Agent or the Lenders may reasonably request for the purposes of implementing or effectuating the provisions of this Amendment and Consent.

8. Governing Law. THIS AMENDMENT AND CONSENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

9. Headings. Section headings in this Amendment and Consent are included herein for convenience of reference only and shall not constitute part of this Amendment and Consent for any other purposes.

10. Counterparts. This Amendment and Consent may be executed by all parties hereto in any number of separate counterparts each of which may be delivered in original, facsimile or other electronic (e.g., ".pdf") form, and all of such counterparts taken together constitute one instrument.

11. Severability. In case any one or more of the provisions contained in this Amendment and Consent shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment and Consent shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AMENDMENT AND CONSENT OR ANY OTHER LOAN DOCUMENTS AND FOR ANY COUNTERCLAIM THEREIN.

13. Final Agreement of the Parties. THIS AMENDMENT AND CONSENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Remainder of this page intentionally left blank]

CHENIERE COMMON UNITS HOLDING, LLC, as Borrower

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE CORPUS CHRISTI PIPELINE, L.P., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE CREOLE TRAIL PIPELINE, L.P., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE ENERGY OPERATING CO., INC., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE MIDSTREAM HOLDINGS, INC., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE PIPELINE COMPANY, as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE PIPELINE GP INTERESTS, LLC, as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE SOUTHERN TRAIL GP, INC., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE SOUTHERN TRAIL PIPELINE, L.P., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

GRAND CHENIERE PIPELINE, LLC, as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE ENERGY SHARED SERVICES, INC., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE ENERGY, INC., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE LNG HOLDINGS, LLC, as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE LNG O&M SERVICES, LLC, as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE LNG TERMINALS, INC., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

CHENIERE LNG, INC., as a Loan Party

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

Signature Page to Sixth Amendment

LENDERS:

GSO SPECIAL SITUATIONS FUND LP, as a Lender

By: GSO Capital Partners LP, its investment advisor

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO COF FACILITY LLC, as a Lender

By: GSO Capital Partners LP, as Portfolio Manager

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO SPECIAL SITUATIONS OVERSEAS MASTER FUND LTD, as a Lender

By: GSO Capital Partners LP, its investment advisor

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

HECKBERT 21 GROUP FINANCING LIMITED LIABILITY COMPANY, BUDAPEST (HU), ZURICH BRANCH, as a Lender

By: /s/ Weisz Adrienn
Name: Weisz Adrienn
Title: Branch Manager

BLACKSTONE DISTRESSED SECURITIES FUND L.P., as a Lender

By: Blackstone Distressed Securities Advisors L.P., its investment manager

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

INVESTMENT PARTNERS II (A), LLC, as a Lender

By: Blackrock Financial Management, Inc., its investment manager

By: /s/ Mark Everitt
Name: Mark Everitt
Title: Managing Director

By: /s/ Marie Bender
Name: Marie Bender
Title: Managing Director

SCORPION CAPITAL PARTNERS, LP

By: Scorpion GP, LLC

By: /s/ Kevin McCarthy
Name: Kevin McCarthy
Title Manager

THE BANK OF NEW YORK MELLON, as Administrative Agent and Collateral Agent

By: /s/ Tracey Buckley
Name: Tracey Buckley
Title: Vice President

THE BANK OF NEW YORK MELLON, as Depositary Agent

By: /s/ Beata Harvin
Name: Beata Harvin
Title: Vice President

APPENDIX 1
TO THE AMENDMENT AND CONSENT

[FORM OF WITHDRAWAL CERTIFICATE TO DEPOSITARY AGREEMENT]

Appendix B to
Security Deposit Agreement

FORM OF WITHDRAWAL CERTIFICATE

WITHDRAWAL CERTIFICATE

Date of Certificate: [_____]

The Bank of New York Mellon
as Depositary Agent
101 Barclay Street, 8 W
New York, NY 10286
Attn: Corporate Trust Administration
Fax: (212) 815-5707

The Bank of New York Mellon
as Collateral Agent
600 East Las Colinas Blvd. Suite 1300
Irving, TX 75039
Attention: Melinda Valentine, Vice President
Fax: (972) 401-8555

Re: SECURITY DEPOSIT AGREEMENT (as amended, supplemented or otherwise modified from time to time, the "***Agreement***") dated as of August 15, 2008, by and among Cheniere LNG Holdings, LLC, a Delaware limited liability company ("***Holdings***"), The Bank of New York Mellon, a New York banking corporation, in its capacity as the Collateral Agent, and The Bank of New York Mellon, in its capacity as the Depositary Agent.

Ladies and Gentlemen:

I, **[_____]**, am an authorized officer of Holdings and am delivering this certificate (this "***Withdrawal Certificate***") pursuant to Section 3.1(b) of the Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Agreement. On behalf of Holdings, I hereby certify to the Depositary Agent and the Collateral Agent that I am authorized to execute this Withdrawal Certificate and, as of the date hereof, that:

1. No Event of Default has occurred and is continuing under the Loan Documents.

2. The following transfers are requested to be made from the Account as set forth in greater detail in the attached Schedule I.

3. Set forth on Schedule I attached hereto is the name of each Person to whom any payment is to be made, a summary description of the purposes (if other than for general working capital purposes) for which each payment was or is to be made and payment instructions therefore.

4. Each instruction made herein is given in accordance with the terms of the Agreement and each transfer or disbursement requested hereunder is permitted pursuant to the terms of the Loan Documents.

[*Signature page follows*.]

IN WITNESS WHEREOF, the undersigned, a duly authorized officer of Holdings, sets his or her name to this Withdrawal Certificate as of the date first written above.

CHENIERE LNG HOLDINGS, LLC

By: _____
Name:
Title:

Schedule I to
Withdrawal Certificate

Payments, Transfers, and Application of TUA Reserve Account

Withdrawal/Transfers to be made by Depositary Agent from the TUA Reserve Account

Transfer Date	Payee and Purpose (if other than for general working capital purposes)	Wiring or Other Payment Instructions	Amount
			$[_____]
			$[_____]
			$[_____]
[*Insert additional rows as necessary*]			$[_____]
		Total:	$[_____]

Exhibit 10.8

Execution Version

June 24, 2010

Cheniere Energy Partners, L.P.
700 Milam Street, Suite 800
Houston, Texas 77002
Attention: President

Re: Management and Administrative Services to be Provided by Cheniere LNG Terminals, Inc. ("Terminals") to Cheniere Energy Partners, L.P. (the "Partnership")

Gentlemen:

The purpose of this letter agreement is to amend and restate the arrangement between Terminals and the Partnership as originally set forth in that certain letter agreement, dated as of March 26, 2007, which is hereby amended and restated in its entirety as set forth herein effective as of July 1, 2010. Except as otherwise defined herein, all capitalized terms shall have the meaning set out in the First Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P. dated as of March 26, 2007 (as it may be amended or modified and in effect from time to time, the "Partnership Agreement").

1. Effective as of March 26, 2007 (the "Effective Date"), Terminals agrees to provide or cause to be provided to or for the benefit of the Partnership and its Partners, all technical, commercial, regulatory, financial, accounting, treasury, tax and legal staffing and related support and all management and other services necessary or reasonably requested on behalf of the Partnership (by its general partner) in order to conduct its business as contemplated by the Partnership Agreement (such support and services, collectively, the "Services"); provided, however, that the Services shall not include support or services provided or to be provided (a) by Cheniere LNG O&M Services, L.P. ("O&M") to Sabine Pass LNG, L.P. pursuant to their Operation and Maintenance Agreement dated February 25, 2005 and subsequently assigned by O&M to Cheniere Energy Partners GP, LLC ("MLP GP"), (b) by O&M to MLP GP pursuant to their Services and Secondment Agreement dated March 26, 2007, or (c) by Sabine Pass LNG-GP, Inc. to Sabine Pass LNG, L.P. pursuant to their Management Services Agreement dated February 25, 2005 and subsequently assigned by Sabine Pass LNG-GP, Inc. to Terminals.

2. In consideration of the Services to be provided by Terminals to the Partnership under paragraph 1 above, the Partnership agrees to pay Terminals: (i) on the date of, and immediately after, each Quarterly distribution made pursuant to Section 6.4 or Section 6.5 of the Partnership Agreement commencing with the distribution in respect of the Quarter ending September 30, 2010 (each, a "Fee Payment Date"), a non-accountable overhead reimbursement charge (the "Services Fee") equal to the lesser of (A) $2.5 million, subject to adjustment for inflation as provided below (the "Maximum Quarterly Fee"), plus Fee Arrearages (as defined below), or (B) such amount of the Partnership Group's unrestricted cash and cash equivalents as remains after (x) the Partnership has distributed in respect of that Quarter for each Common Unit then Outstanding an amount equal to the Initial Quarterly Distribution plus any Common Unit Arrearage and the related General Partner distribution and (y) adjusting for any cash needed to

provide for the proper conduct of the business of the Partnership Group other than adjustments for operating cash flow from Sabine Pass LNG, L.P. after the date hereof reserved for distributions under Section 6.4 or 6.5 of the Partnership Agreement in respect of any one or more of the next four Quarters (the "Minimum Quarterly Fee"); and (ii) within 30 days of receipt of an invoice therefor, any and all out-of-pocket costs, expenses or other disbursements incurred by Terminals in connection with its provision of support under paragraph 1 above not previously invoiced. The Maximum Quarterly Fee shall be adjusted annually effective each January 1 for changes in the United States Consumer Price Index using the United States Consumer Price Index (All Urban Consumers) as of January 1, 2007, as a base. In the event that the Services Fee paid on any particular Fee Payment Date is less than the Maximum Quarterly Fee, an amount equal to the difference between the Maximum Quarterly Fee and the Minimum Quarterly Fee (a "Fee Arrearage") shall accrue, without interest, as a liability of the Partnership, up to a maximum aggregate amount of $20 million in Fee Arrearages.

3. This letter agreement is solely and exclusively between Terminals and the Partnership, and any obligations created herein shall be the sole obligation of the parties hereto. Neither party shall have any recourse to any parent, partner, Subsidiary, joint venture, Affiliate, director or officer of the other party for the performance of such obligations, unless such obligations are assumed in writing by the Person against whom recourse is sought. The aggregate amount of damages, compensation, or other liabilities payable by Terminals under this letter agreement shall be limited to, and shall in no event exceed in any year, the amount paid to Terminals by the Partnership pursuant to paragraph 2 above in such year.

4. Terminals may, in its discretion, assign this letter agreement and all rights and obligations of Terminals under this letter agreement to another entity wholly owned, directly or indirectly, by Cheniere Energy, Inc., such assignment to be effective upon delivery to the Partnership by Terminals and such assignee of a written instrument of assumption and assignment providing for the assumption of this letter agreement and all such rights and obligations by the assignee, and the prospective release of Terminals with respect thereto, and otherwise reasonably satisfactory to the Partnership.

5. The term of this letter agreement shall commence on the Effective Date and shall continue in full force and effect until twenty (20) years after the Commercial Start Date (as defined in the Terminal Use Agreement dated as of September 2, 2004 between Total LNG USA, Inc. and Sabine Pass LNG, L.P., as amended). The term of this letter agreement shall continue for twelve (12) months following the end of the initial term and for each twelve-month period following each anniversary of the end of the initial term unless terminated prior the end of any twelve-month period by the Partnership.

6. This letter agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with and governed by, the laws of the State of Texas excluding its conflicts of laws principles that would apply the laws of another jurisdiction.

(*Signature page follows)*

If the foregoing memorializes our agreement, please sign in the space provided below and return a fully executed counterpart to the undersigned.

Sincerely,

Cheniere LNG Terminals, Inc.

By: /s/ Meg A. Gentle
Name: Meg A. Gentle
Title: Chief Financial Officer

Agreed as of the above date:

Cheniere Energy Partners, L.P.

By: Cheniere Energy Partners GP, LLC,
its general partner

By: /s/ Graham A. McArthur
Name: Graham A. McArthur
Title: Treasurer

Exhibit 99.1

CHENIERE ENERGY, INC. NEWS RELEASE

Cheniere Energy and Cheniere Energy Partners, L.P. Agree to Restructure
Cheniere Marketing TUA Arrangements to Improve Capital Structure

- $64 million TUA working capital reserve released
- Cheniere to pay down $64 million of convertible senior secured loans
- Cheniere Marketing to continue monetizing capacity at the Sabine Pass terminal

Houston, Texas – June 28, 2010 – Cheniere Energy, Inc. ("Cheniere") (NYSE Amex: LNG) announced today that Cheniere Marketing, LLC ("Marketing") has assigned its existing terminal use agreement ("TUA") with Sabine Pass LNG, L.P. ("Sabine") to Cheniere Energy Investments, LLC ("Investments"), a subsidiary of Cheniere Energy Partners, L.P. ("Cheniere Partners"), and concurrently entered into a Variable Capacity Rights Agreement ("VCRA") with Investments. The TUA provides 2.0 Bcf/d of send-out capacity and 6.9 Bcfe of storage capacity at the Sabine Pass LNG receiving terminal.

Under the terms of the new VCRA, which becomes effective July 1, 2010, Marketing will continue to be responsible for monetizing the capacity at the Sabine Pass LNG receiving terminal and will have the right to utilize all of the services and other rights at the Sabine Pass LNG receiving terminal available under the TUA assigned to Investments. In consideration of these rights, Marketing will pay Investments a fee for each cargo delivered to the Sabine Pass facility equal to eighty percent of the expected positive gross margin to be received with respect to each cargo. These transactions do not impact the previously announced arrangement between Marketing and JPMorgan LNG Co or any existing agreements with other counterparties.

As a result of the assignment of the TUA, the funds held in the TUA reserve account of approximately $64 million will be released as the funds are no longer needed to make quarterly TUA payments. These funds will be used to pay down $64 million of the convertible senior secured loans of which $311 million is outstanding as of June 28, 2012.

Prior to the TUA assignment, Cheniere Partners had been using cash paid under the Marketing TUA to make distributions back to Cheniere on the subordinated units. Subsequent to this transaction, Cheniere will receive distributions on its subordinated units only to the extent Cheniere Partners generates distributable cash flows above the minimum quarterly distribution requirement for its common unitholders and general partner. Such distributable cash flows could be generated through new business development or fees received from Marketing under the VCRA. As a result of the TUA assignment, the ending of the subordination period and conversion of the subordinated units into common units will depend upon future business development and is no longer expected to occur as early as the second quarter of 2012 as previously estimated.

Additionally, Cheniere Partners and Cheniere have agreed to amend the payment terms of the management services agreement under which a Cheniere subsidiary provides certain management, accounting and other related services to Cheniere Partners, in order to subordinate the payment of the services fees to distributions to the common unitholders and general partner and provide additional coverage for the common unit distributions.

Cheniere Energy, Inc. is a Houston-based energy company primarily engaged in LNG related businesses, and owns and operates the Sabine Pass LNG receiving terminal and Creole Trail pipeline in Louisiana. Cheniere is pursuing related business opportunities both upstream and downstream of the Sabine Pass LNG receiving terminal. Additional information about Cheniere Energy, Inc. may be found on its web site at www.cheniere.com.

For additional information, please refer to the Cheniere Energy, Inc. Annual Report on Form 10-K for the year ended December 31, 2009, filed with the Securities and Exchange Commission.

This press release contains certain statements that may include "forward-looking statements" within the meanings 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 and pipeline businesses. 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.

CONTACTS:
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