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

SCHEDULE 13D

**UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 10)***

CHENIERE ENERGY PARTNERS LP HOLDINGS, LLC

(Name of Issuer)

Common Shares
(Title of Class of Securities)

I6411W108
(CUSIP Number)

Michael J. Wortley
700 Milam Street
Suite 1900
Houston, Texas 77002
(713) 375-5000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 3, 2018
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report this acquisition that is the subject of this Schedule 13D, and is filing this Schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See§240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Cheniere Energy, Inc. 95-4352386	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		212,953,991 Common Shares
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER
		212,953,991 Common Shares
10	SHARED DISPOSITIVE POWER	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	212,953,991 Common Shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
	N/A	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	91.9% ¹	
14	TYPE OF REPORTING PERSON	
	CO – corporation	

¹ The percentages relating to common shares reported herein are based on 231,700,000 common shares outstanding as of February 15, 2018, as reported in the Form 10-K filed with the Securities and Exchange Commission by the Issuer on February 21, 2018.

Explanatory Note

This Amendment No. 10 to Schedule 13D amends and supplements the information set forth in the Schedule 13D filed by Cheniere Energy, Inc. with the United States Securities and Exchange Commission on December 20, 2013, as amended by Amendment No. 1 to Schedule 13D filed on November 19, 2014, as amended and restated in its entirety by Amendment No. 2 to Schedule 13D filed on May 13, 2016, as amended by Amendment No. 3 to Schedule 13D filed on August 12, 2016, as amended by Amendment No. 4 to Schedule 13D filed on September 30, 2016, as amended by Amendment No. 5 to Schedule 13D filed on December 9, 2016, as amended by Amendment No. 6 to Schedule 13D filed on December 20, 2016, as amended by Amendment No. 7 to Schedule 13D filed on December 22, 2016, as amended by Amendment No. 8 to Schedule 13D filed on May 1, 2018, and as further amended by Amendment No. 9 to Schedule 13D filed on May 3, 2018 (collectively, the “**Schedule 13D**”).

Except as set forth herein, this Amendment No. 10 does not modify any of the information previously reported in the Schedule 13D. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended by adding the following paragraphs:

On May 3, 2018, the Reporting Person acquired 1,323,102 Common Shares of the Issuer in a privately negotiated transaction with Everett Opportunities Master Fund LP (“**Everett Capital**”) pursuant to a share purchase and exchange agreement dated May 3, 2018 (the “**Everett Capital SPA**”). The Reporting Person agreed to purchase, and Everett Capital agreed to sell, 1,323,102 Common Shares of the Issuer in exchange for unregistered shares of Cheniere Stock at an exchange ratio of 0.4780 shares of Cheniere Stock for each Common Share of the Issuer.

On May 3, 2018, the Reporting Person acquired 4,706,606 Common Shares of the Issuer in a privately negotiated transaction with Anchorage Capital Master Offshore, Ltd., Anchorage Illiquid Opportunities Offshore Master IV, L.P., and Anchorage Illiquid Opportunities Offshore Master V, L.P. (collectively, “**Anchorage Capital**”) pursuant to a share purchase and exchange agreement dated May 3, 2018 (the “**Anchorage Capital SPA**”). The Reporting Person agreed to purchase, and Anchorage Capital agreed to sell, 4,706,606 Common Shares of the Issuer in exchange for unregistered shares of Cheniere Stock at an exchange ratio of 0.4780 shares of Cheniere Stock for each Common Share of the Issuer.

Item 4. Purpose of the Transaction.

Item 4 is hereby amended by adding the information set forth in Items 3, 5 and 6 of this Amendment No. 10 to Schedule 13D by incorporation by reference in its entirety into this Item 4.

Item 5. Interests in Securities of the Issuer.

Item 5 is hereby amended and restated as follows:

(a) Following the acquisitions reported in Item 3, Cheniere Energy is the record and beneficial owner of 212,953,991 Common Shares, which in the aggregate represents approximately 91.9% of the outstanding Common Shares. Cheniere Energy also possesses the sole director voting share of the Issuer, and will therefore be able to amend the Issuer’s limited liability company agreement and elect and remove the members of its board of directors.

The filing of this Schedule 13D shall not be construed as an admission by the Reporting Person that, for the purpose of Section 13(d) or 13(g) of the Act, it is the beneficial owner of any securities covered by this Schedule 13D other than securities owned of record by such Reporting Person.

Except as indicated in this Item 5 or as set forth in Exhibit 99.1, neither the Reporting Person nor, to the best of its knowledge, any of the persons named in Exhibit 99.1 to this Schedule 13D owns beneficially, or has any right to acquire, directly or indirectly, any Common Shares.

(b) Following the acquisitions reported in Item 3, Cheniere Energy has the sole power to vote or dispose of, or direct the voting or disposition of, 212,953,991 Common Shares, representing approximately 91.9% of the Common Shares outstanding. As noted above, Cheniere Energy also owns the sole director voting share of the Issuer.

(c) Except as otherwise described herein, the Reporting Person has not entered into any transactions in the Issuer's securities effected since Amendment No. 9 to Schedule 13D.

(d) No person other than the Reporting Person has the right to receive or the power to direct the receipt of distributions from, or the proceeds from the sale of, the Common Shares being reported on this Schedule 13D.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended by adding the following paragraphs:

On May 3, 2018, the Reporting Person entered into the Everett Capital SPA with Everett Capital pursuant to which the Reporting Person agreed to purchase, and Everett Capital agreed to sell, 1,323,102 Common Shares of the Issuer in exchange for unregistered shares of Cheniere Stock, at an exchange ratio of 0.4780 shares of Cheniere Stock for each Common Share of the Issuer.

On May 3, 2018, the Reporting Person entered into the Anchorage Capital SPA with Anchorage Capital pursuant to which the Reporting Person agreed to purchase, and Anchorage Capital agreed to sell, 4,706,606 Common Shares of the Issuer in exchange for unregistered shares of Cheniere Stock, at an exchange ratio of 0.4780 shares of Cheniere Stock for each Common Share of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.12 Share Purchase and Exchange Agreement between Reporting Person and Everett Opportunities Master Fund LP, dated May 3, 2018.

Exhibit 99.13 Share Purchase and Exchange Agreement between Reporting Person and Anchorage Capital Master Offshore, Ltd., Anchorage Illiquid Opportunities Offshore Master IV, L.P., and Anchorage Illiquid Opportunities Offshore Master V, L.P., dated May 3, 2018.

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

May 3, 2018

CHENIERE ENERGY, INC.

By: /s/ Michael J. Wortley
Michael J. Wortley
Title: Executive Vice President and Chief
Financial Officer

This **SHARE PURCHASE AND EXCHANGE AGREEMENT**, dated as of May 3, 2018 (this "Agreement"), is entered into by and between Cheniere Energy, Inc., a Delaware corporation (the "Company"), and Everett Opportunities Master Fund LP, a Cayman Islands exempted limited partnership ("Investor").

RECITALS

WHEREAS, Investor owns and desires to sell, and the Company desires to purchase, the number of common shares representing limited liability company interests in Cheniere Energy Partners LP Holdings, LLC, a Delaware limited liability company ("CQH"), set forth below Investor's name on the signature page to this Agreement (such shares, the "CQH Shares") in exchange for 632,442 shares of common stock, par value \$0.003 per share, of the Company (the "CEI Shares"), representing an exchange ratio of 1 CQH Share for approximately 0.4780 CEI Shares, on the terms and subject to the conditions set forth herein; and

WHEREAS, the Company and Investor are executing and delivering this Agreement in reliance upon the exemption from registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

SHARE PURCHASE AND EXCHANGE: CLOSING

Section 1.1 Share Purchase and Exchange. Investor hereby agrees to, and hereby does, sell, transfer, convey, assign and deliver the CQH Shares to the Company, free and clear of all liens, and in consideration therefor, the Company agrees to, and hereby does, issue to Investor the CEI Shares.

Section 1.2 Closing.

(a) The closing (the "Closing") of the transactions contemplated by this Agreement will be held at the offices of Sullivan & Cromwell, LLP, 125 Broad Street, New York, New York 10004, substantially concurrently with the execution of this Agreement.

(b) At the Closing:

(i) the Investor will deliver, or cause to be delivered, the CQH Shares to the Company and an executed stock power related thereto; and

(ii) the Company will issue and deliver, or cause its transfer agent and registrar, Computershare Trust Company, N.A. (the "CEI Transfer Agent"), to issue and deliver, the CEI Shares to the Investor.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company.

The Company represents and warrants to Investor that:

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Company, and this Agreement is a valid and binding obligation of the Company.

(c) The CEI Shares are duly authorized and, when issued pursuant to this Agreement, will be duly and validly issued, fully paid and nonassessable.

(d) The Company confirms that neither it nor any of its directors, officers or affiliates has provided Investor or its agents or counsel with any information that constitutes or might constitute material non-public information (other than the existence and terms of the issuance of the CEI Shares contemplated by this Agreement).

Section 2.2 Representations and Warranties of Investor.

Investor represents and warrants to the Company that:

(a) Investor is duly organized and validly existing under the laws of the state of its incorporation or organization and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Investor, and this Agreement is a valid and binding obligation of Investor.

(c) Investor has good and valid title to the CQH Shares, free and clear of all liens, encumbrances, equities or claims, and upon delivery of the CQH Shares in consideration of the CEI Shares pursuant hereto, good and valid title to the CQH Shares, free and clear of all liens, encumbrances, equities or claims, will pass to the Company.

(d) Investor understands and agrees that the CEI Shares are being issued to Investor pursuant to the “private placement” exemption from registration provided by Section 4(a)(2) of the Securities Act. Investor is acquiring the CEI Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of the Securities Act.

(e) Investor is an “accredited investor” as defined in Rule 501(a) under the Securities Act. Investor has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits of investing in the CEI Shares, and has so evaluated the merits and risk of such investment.

(f) Investor acknowledges and understands that the Company may be in possession of material non-public information regarding the Company and its affiliates not known to Investor that may impact the value of the CEI Shares and CQH shares and that the Company is not disclosing any such information to Investor.

(g) Investor acknowledges and understands, based on its knowledge, sophistication and experience in business and financial matters, the disadvantage to which Investor is subject due to the disparity of information between the Company and Investor, including the disparity of information created by the non-disclosure of any material non-public information regarding the Company and its affiliates. Notwithstanding such disparity, Investor has deemed it appropriate to enter into this Agreement and consummate the transactions contemplated hereby.

(h) Investor is not purchasing the CEI Shares as a result of any form of general solicitation or general advertising as such terms are used in Rule 502 under the Securities Act.

(i) Investor understands and agrees that the CEI Shares constitute “restricted securities” under the Securities Act which may be resold without registration under the Securities Act only in certain limited circumstances pursuant to an exemption from such registration in compliance with applicable federal and state securities laws.

ARTICLE III

TRANSFER RESTRICTIONS; REGISTRATION RIGHTS

Section 3.1 Restrictions. The Company and Investor agree that the CEI Shares will be uncertificated and that any book entries recording the ownership of the CEI Shares in the transfer books of the Company maintained by the Company or the CEI Transfer Agent will bear the following legend:

“THE SECURITIES REPRESENTED BY THIS BOOK ENTRY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE

SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS.";

provided, that such legend shall not be required (i) while a registration statement covering the resale of the CEI Shares is effective under the Securities Act, (ii) following any sale of the CEI Shares pursuant to Rule 144 under the Securities Act if Investor provides the Company with a legal opinion reasonably acceptable to the Company to the effect that the CEI Shares can be sold under Rule 144 of the Securities Act or (iii) if Investor provides the Company with a legal opinion reasonably acceptable to the Company to the effect that such legend is no longer required under applicable requirements of the Securities Act. The Company will instruct the CEI Transfer Agent to place "stop transfer" instructions against a transfer of the CEI Shares while the aforementioned legending requirement is in effect.

Section 3.2 Registration Rights. As a condition and inducement to Investor's willingness to enter into this Agreement, the Company agrees to register the CEI Shares on a continuous basis pursuant to a shelf registration statement in accordance with applicable securities laws on the terms, and subject to the conditions, set forth in Exhibit A to this Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Non-Public Information. Investor agrees that none of the Company or its directors, officers, employees and affiliates shall have any liability to Investor or its directors, officers, affiliates, principals, stockholders, partners, employees and agents whatsoever due to or in connection with the Company's non-disclosure of any material non-public information that it or its directors, officers, employees and affiliates may be in possession of, and Investor hereby irrevocably waives any claim that it and, to the extent permitted by applicable law, contract or otherwise, its directors, officers, affiliates, principals, stockholders, partners, employees and agents might have based on the failure of the Company to disclose any such information.

Section 4.2 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by facsimile, email or overnight courier:

(a) if to the Company, to:

Cheniere Energy, Inc.
700 Milam Street, Suite 1900
Houston, TX 77002
Attention: Sean Markowitz
Fax: 713-375-6659
Email: sean.markowitz@cheniere.com

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Francis J. Aquila
Krishna Veeraraghavan
Fax: (212) 558-3588
Email: aquilaf@sullcrom.com
veeraraghavank@sullcrom.com

(b) if to Investor, to:

Everett Opportunities Master Fund LP
c/o Everett Capital Advisors UK LLP
112 Jermyn Street
London
United Kingdom
SW1Y6LS
Attention: Konrad Czornij
Email: operations@everettcap.com

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three (3) business days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile or email (provided that if given by facsimile or email such notice, request, instruction or other document shall be followed up within one business day by dispatch pursuant to one of the other methods described herein); or on the next business day after deposit with an overnight courier, if sent by an overnight courier.

Section 4.3 Further Assurances. Each party hereto shall do and perform and execute and deliver, or cause to be done and performed or executed and delivered (including, to the extent necessary, by causing CQH to do and perform or execute and deliver), all further acts and all other agreements, certificates, book entries, instruments, instructions and documents as may be necessary or as any other party hereto or the CEI Transfer Agent or the transfer agent of CQH may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.4 Amendments and Waivers. Any provision of this Agreement may be amended if, but only if, such amendment is in writing and is duly executed and delivered by the Company and Investor. Any provision of this Agreement may be waived by the party entitled to the benefit thereof, but only by a writing signed by such party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 4.5 Fees and Expenses. Except as otherwise provided in Exhibit A, each party hereto shall pay all of its own fees and expenses (including attorneys' fees) incurred in connection with this Agreement and the transactions contemplated hereby.

Section 4.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 4.7 Governing Law and Venue; Waiver of Jury Trial. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof to the extent that such principles would direct a matter to another jurisdiction. Each party to this Agreement agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement exclusively in the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware (the "Chosen Courts"), and solely in connection with claims arising under this Agreement (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party to this Agreement and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 4.2. Each party to this Agreement irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

Section 4.8 Entire Agreement. This Agreement (including the exhibits hereto) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties and/or their affiliates with respect to the subject matter of this Agreement.

Section 4.9 Counterparts; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

COMPANY

Cheniere Energy, Inc.

By: /s/ Michael J. Wortley
Name: Michael J. Wortley
Title: Executive Vice President and Chief Financial Officer

INVESTOR

Everett Master Opportunities Fund LP

By: /s/ John Comerford
Name: John Comerford
Title: COO & Partner of Everett Capital Advisors UK LLP. Acting
in capacity of the investment manager to the fund.

Number of CQH Shares Sold: 1,323,102

[Signature Page to Share Purchase and Exchange Agreement]

Exhibit A

Registration Rights

PARTIES: Cheniere Energy, Inc., a Delaware corporation (the "Company") and Everett Opportunities Master Fund LP ("Investor")

REGISTRABLE SHARES: "Registrable Shares" means (i) 632,442 of the Company's common stock, par value \$0.003 per share (the "CEI Common Stock"), received by Investor pursuant to the Share Purchase and Exchange Agreement, dated as of May 3, 2018, by and between the Company and Investor (the "Share Purchase and Exchange Agreement") and (ii) any shares of CEI Common Stock received by Investor in respect thereof in connection with any stock split or subdivision, stock dividend, distribution or similar transaction.

Any such shares of CEI Common Stock shall cease to be Registrable Shares upon the earliest to occur of: (i) such shares being sold pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), (ii) such shares being sold pursuant to Rule 144 under the Securities Act ("Rule 144"), (iii) such shares becoming eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions and (iv) such shares ceasing to be outstanding.

SHELF REGISTRATION: Subject to Investor timely providing the Company with all information and documents reasonably requested by the Company in connection with such filing, the Company will file, as promptly as reasonably practicable, and in any event no later than thirty (30) calendar days after the date of the Share Purchase and Exchange Agreement, either (i) an amendment to the Company's existing registration statement on Form S-3 (File No. 333-204432) or (ii) an automatic registration statement on Form S-3 to register all Registrable Shares held by Investor (including a plan and method of distribution as reasonably determined by the Company and Investor, which, for the avoidance of doubt, shall not include underwritten offerings). Such registration statement or amendment may also register sales of securities for the account of the Company or other holders.

Subject to any Blackout Period, the Company will use its reasonable best efforts to keep such registration statement continuously effective until the end of the Term.

For the avoidance of doubt, the Company shall not be required to facilitate a sale of Registrable Shares by way of an underwritten offering.

BLACKOUT PERIODS:	<p>In the event that management of the Company determines in good faith that the registration or sale of Registrable Shares would reasonably be expected to materially adversely affect or materially interfere with any material financing of the Company or any material transaction under consideration by the Company or would require disclosure of information that has not been, and is not otherwise required to be, disclosed to the public, the Company shall be entitled to postpone the filing or the effectiveness of a registration statement, or suspend the availability of a registration statement and the prospectus contained therein for sales thereunder, for a period of up to 90 days.</p> <p>A Blackout Period may not occur more than 3 times in any period of 12 consecutive months or last, together with any other Blackout Period, in the aggregate, more than 90 days in any period of 12 consecutive months.</p>
LISTING:	<p>The Company shall use reasonable best efforts to cause the shares of CEI Common Stock received by Investor pursuant to the Share Purchase and Exchange Agreement to be listed on the NYSE MKT.</p>
EXPENSES:	<p>All fees and expenses incident to the Company's performance of its obligations under this Exhibit A (including all registration and filing fees) shall be borne solely by the Company. Investor shall pay all transfer taxes, if any, and the fees and expenses of its counsel, if any, relating to a sale of Registrable Shares.</p>
TRANSFER OF REGISTRATION RIGHTS:	<p>Investor may not assign its rights or obligations under this Exhibit A without the prior written consent of the Company, except that Investor may assign all or a portion of its rights under this Exhibit A to an Affiliate (as defined in Rule 405 under the Securities Act) to which Investor transfers all or any of the Registrable Shares in accordance with applicable law, and all references to "Investor" herein shall thereafter be deemed to include and apply to such Affiliate.</p>
TERM:	<p>The rights and obligations under this Exhibit A shall terminate on (i) the first anniversary of the date of the Share Purchase and Exchange Agreement or (ii) if earlier, the date on which Investor ceases to own any Registrable Shares.</p>

This **SHARE PURCHASE AND EXCHANGE AGREEMENT**, dated as of May 3, 2018 (this "Agreement"), is entered into by and between Cheniere Energy, Inc., a Delaware corporation (the "Company"), and each of the parties set forth on Schedule I attached to this Agreement (each such party, "Investor").

RECITALS

WHEREAS, Investor owns and desires to sell, and the Company desires to purchase, the number of common shares representing limited liability company interests in Cheniere Energy Partners LP Holdings, LLC, a Delaware limited liability company ("CQH"), set forth below Investor's name on the signature page to this Agreement (such shares, the "CQH Shares") in exchange for the number of shares of common stock, par value \$0.003 per share, of the Company set forth across from Investor's name on Schedule I (as applicable for each Investor, the "CEI Shares"), representing an exchange ratio of 1 CQH Share for approximately 0.4780 CEI Shares, on the terms and subject to the conditions set forth herein; and

WHEREAS, the Company and Investor are executing and delivering this Agreement in reliance upon the exemption from registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

SHARE PURCHASE AND EXCHANGE; CLOSING

Section 1.1 Share Purchase and Exchange. Investor hereby agrees to, and hereby does, sell, transfer, convey, assign and deliver the CQH Shares to the Company, free and clear of all liens, and in consideration therefor, the Company agrees to, and hereby does, issue to Investor the CEI Shares.

Section 1.2 Closing.

(a) The closing (the "Closing") of the transactions contemplated by this Agreement will be held at the offices of Sullivan & Cromwell, LLP, 125 Broad Street, New York, New York 10004, substantially concurrently with the execution of this Agreement.

(b) At the Closing:

(i) the Investor will deliver, or cause to be delivered, the CQH Shares to the Company and an executed stock power related thereto; and

(ii) the Company will issue and deliver, or cause its transfer agent and registrar, Computershare Trust Company, N.A. (the "CEI Transfer Agent"), to issue and deliver, the CEI Shares to the Investor.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company.

The Company represents and warrants to Investor that:

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Company, and this Agreement is a valid and binding obligation of the Company.

(c) The CEI Shares are duly authorized and, when issued pursuant to this Agreement, will be duly and validly issued, fully paid and nonassessable.

(d) The Company confirms that neither it nor any of its directors, officers or affiliates has provided Investor or its agents or counsel with any information that constitutes or might constitute material non-public information (other than the existence and terms of the issuance of the CEI Shares contemplated by this Agreement).

Section 2.2 Representations and Warranties of Investor.

Investor represents and warrants to the Company that:

(a) Investor is duly organized and validly existing under the laws of the state of its incorporation or organization and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Investor, and this Agreement is a valid and binding obligation of Investor.

(c) Investor has good and valid title to the CQH Shares, free and clear of all liens, encumbrances, equities or claims, and upon delivery of the CQH Shares in consideration of the CEI Shares pursuant hereto, good and valid title to the CQH Shares, free and clear of all liens, encumbrances, equities or claims, will pass to the Company.

(d) Investor understands and agrees that the CEI Shares are being issued to Investor pursuant to the “private placement” exemption from registration provided by Section 4(a)(2) of the Securities Act. Investor is acquiring the CEI Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of the Securities Act.

(e) Investor is an “accredited investor” as defined in Rule 501(a) under the Securities Act. Investor has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits of investing in the CEI Shares, and has so evaluated the merits and risk of such investment.

(f) Investor acknowledges and understands that the Company may be in possession of material non-public information regarding the Company and its affiliates not known to Investor that may impact the value of the CEI Shares and CQH shares and that the Company is not disclosing any such information to Investor.

(g) Investor acknowledges and understands, based on its knowledge, sophistication and experience in business and financial matters, the disadvantage to which Investor is subject due to the disparity of information between the Company and Investor, including the disparity of information created by the non-disclosure of any material non-public information regarding the Company and its affiliates. Notwithstanding such disparity, Investor has deemed it appropriate to enter into this Agreement and consummate the transactions contemplated hereby.

(h) Investor is not purchasing the CEI Shares as a result of any form of general solicitation or general advertising as such terms are used in Rule 502 under the Securities Act.

(i) Investor understands and agrees that the CEI Shares constitute “restricted securities” under the Securities Act which may be resold without registration under the Securities Act only in certain limited circumstances pursuant to an exemption from such registration in compliance with applicable federal and state securities laws.

ARTICLE III

TRANSFER RESTRICTIONS; REGISTRATION RIGHTS

Section 3.1 Restrictions. The Company and Investor agree that the CEI Shares will be uncertificated and that any book entries recording the ownership of the CEI Shares in the transfer books of the Company maintained by the Company or the CEI Transfer Agent will bear the following legend:

“THE SECURITIES REPRESENTED BY THIS BOOK ENTRY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR

ANY APPLICABLE STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS.”;

provided, that such legend shall not be required (i) while a registration statement covering the resale of the CEI Shares is effective under the Securities Act, (ii) following any sale of the CEI Shares pursuant to Rule 144 under the Securities Act if Investor provides the Company with a legal opinion reasonably acceptable to the Company to the effect that the CEI Shares can be sold under Rule 144 of the Securities Act or (iii) if Investor provides the Company with a legal opinion reasonably acceptable to the Company to the effect that such legend is no longer required under applicable requirements of the Securities Act. The Company will instruct the CEI Transfer Agent to place “stop transfer” instructions against a transfer of the CEI Shares while the aforementioned legending requirement is in effect.

Section 3.2 Registration Rights. As a condition and inducement to Investor’s willingness to enter into this Agreement, the Company agrees to register the CEI Shares on a continuous basis pursuant to a shelf registration statement in accordance with applicable securities laws on the terms, and subject to the conditions, set forth in Exhibit A to this Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Non-Public Information. Investor agrees that none of the Company or its directors, officers, employees and affiliates shall have any liability to Investor or its directors, officers, affiliates, principals, stockholders, partners, employees and agents whatsoever due to or in connection with the Company’s non-disclosure of any material non-public information that it or its directors, officers, employees and affiliates may be in possession of, and Investor hereby irrevocably waives any claim that it and, to the extent permitted by applicable law, contract or otherwise, its directors, officers, affiliates, principals, stockholders, partners, employees and agents might have based on the failure of the Company to disclose any such information.

Section 4.2 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by facsimile, email or overnight courier:

(a) if to the Company, to:

Cheniere Energy, Inc.
700 Milam Street, Suite 1900
Houston, TX 77002
Attention: Sean Markowitz
Fax: 713-375-6659
Email: sean.markowitz@cheniere.com

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Francis J. Aquila
Krishna Veeraraghavan
Fax: (212) 558-3588
Email: aquilaf@sullcrom.com
veeraraghavank@sullcrom.com

(b) if to Investor, to:

c/o Anchorage Capital Group, L.L.C.
610 Broadway, 6th Floor
New York, NY 10012
Attention: General Counsel
Fax: (212) 432-4651
Email: legal@anchoragecap.com

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three (3) business days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile or email (provided that if given by facsimile or email such notice, request, instruction or other document shall be followed up within one business day by dispatch pursuant to one of the other methods described herein); or on the next business day after deposit with an overnight courier, if sent by an overnight courier.

Section 4.3 Further Assurances. Each party hereto shall do and perform and execute and deliver, or cause to be done and performed or executed and delivered (including, to the extent necessary, by causing CQH to do and perform or execute and deliver), all further acts and all other agreements, certificates, book entries, instruments, instructions and documents as may be necessary or as any other party hereto or the CEI Transfer Agent or the transfer agent of CQH may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.4 Amendments and Waivers. Any provision of this Agreement may be amended if, but only if, such amendment is in writing and is duly executed and delivered by the Company and Investor. Any provision of this Agreement may be waived by the party

entitled to the benefit thereof, but only by a writing signed by such party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 4.5 Fees and Expenses. Except as otherwise provided in Exhibit A, each party hereto shall pay all of its own fees and expenses (including attorneys' fees) incurred in connection with this Agreement and the transactions contemplated hereby.

Section 4.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 4.7 Governing Law and Venue; Waiver of Jury Trial. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof to the extent that such principles would direct a matter to another jurisdiction. Each party to this Agreement agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement exclusively in the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware (the "Chosen Courts"), and solely in connection with claims arising under this Agreement (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party to this Agreement and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 4.2. Each party to this Agreement irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

Section 4.8 Entire Agreement. This Agreement (including the exhibits hereto) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties and/or their affiliates with respect to the subject matter of this Agreement.

Section 4.9 Counterparts; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

COMPANY

Cheniere Energy, Inc.

By: /s/ Michael J. Wortley

Name: Michael J. Wortley

Title: Chief Financial Officer

[Signature Page to Share Purchase and Exchange Agreement]

INVESTOR

Anchorage Capital Master Offshore, Ltd.

By: /s/ Daniel Allen

Name: Daniel Allen

Title: President

Number of CQH Shares Sold: 4,670,197

INVESTOR

Anchorage Illiquid Opportunities Offshore Master IV, L.P.

By: /s/ Daniel Allen

Name: Daniel Allen

Title: President

Number of CQH Shares Sold: 18,204

INVESTOR

Anchorage Illiquid Opportunities Offshore Master V, L.P.

By: /s/ Daniel Allen

Name: Daniel Allen

Title: President

Number of CQH Shares Sold: 18,205

[Signature Page to Share Purchase and Exchange Agreement]

Schedule I

Investors and Shares

	<u>CQH Shares Held</u>	<u>CEI Shares Received</u>
Anchorage Capital Master Offshore, Ltd.	4,670,197	2,232,354
Anchorage Illiquid Opportunities Offshore Master IV, L.P.	18,204	8,702
Anchorage Illiquid Opportunities Offshore Master V, L.P.	18,205	8,702
Total	4,706,606	2,249,758

Exhibit A

Registration Rights

Exhibit A

Registration Rights

- PARTIES:** Cheniere Energy, Inc., a Delaware corporation (the "Company") and each of the parties set forth on Schedule I attached to the Share Purchase and Exchange Agreement (defined below) (each such party, "Investor")
- REGISTRABLE SHARES:** "Registrable Shares" means (i) the number of shares of the Company's common stock, par value \$0.003 per share (the "CEI Common Stock"), received by Investor pursuant to the Share Purchase and Exchange Agreement, dated as of May 3, 2018, by and between the Company and Investor (the "Share Purchase and Exchange Agreement") and (ii) any shares of CEI Common Stock received by Investor in respect thereof in connection with any stock split or subdivision, stock dividend, distribution or similar transaction.
- Any such shares of CEI Common Stock shall cease to be Registrable Shares upon the earliest to occur of: (i) such shares being sold pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), (ii) such shares being sold pursuant to Rule 144 under the Securities Act ("Rule 144"), (iii) such shares becoming eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions and (iv) such shares ceasing to be outstanding.
- SHELF REGISTRATION:** Subject to Investor timely providing the Company with all information and documents reasonably requested by the Company in connection with such filing, the Company will file, as promptly as reasonably practicable, and in any event no later than thirty (30) calendar days after the date of the Share Purchase and Exchange Agreement, either (i) an amendment to the Company's existing registration statement on Form S-3 (File No. 333-204432) or (ii) an automatic registration statement on Form S-3 to register all Registrable Shares held by Investor (including a plan and method of distribution as reasonably determined by the Company and Investor, which, for the avoidance of doubt, shall not include underwritten offerings). Such registration statement or amendment may also register sales of securities for the account of the Company or other holders.
- Subject to any Blackout Period, the Company will use its reasonable best efforts to keep such registration statement continuously effective until the end of the Term.
- For the avoidance of doubt, the Company shall not be required to facilitate a sale of Registrable Shares by way of an underwritten offering.

BLACKOUT PERIODS:	<p>In the event that management of the Company determines in good faith that the registration or sale of Registrable Shares would reasonably be expected to materially adversely affect or materially interfere with any material financing of the Company or any material transaction under consideration by the Company or would require disclosure of information that has not been, and is not otherwise required to be, disclosed to the public, the Company shall be entitled to postpone the filing or the effectiveness of a registration statement, or suspend the availability of a registration statement and the prospectus contained therein for sales thereunder, for a period of up to 90 days.</p> <p>A Blackout Period may not occur more than 3 times in any period of 12 consecutive months or last, together with any other Blackout Period, in the aggregate, more than 90 days in any period of 12 consecutive months.</p>
LISTING:	<p>The Company shall use reasonable best efforts to cause the shares of CEI Common Stock received by Investor pursuant to the Share Purchase and Exchange Agreement to be listed on the NYSE MKT.</p>
EXPENSES:	<p>All fees and expenses incident to the Company's performance of its obligations under this Exhibit A (including all registration and filing fees) shall be borne solely by the Company. Investor shall pay all transfer taxes, if any, and the fees and expenses of its counsel, if any, relating to a sale of Registrable Shares.</p>
TRANSFER OF REGISTRATION RIGHTS:	<p>Investor may not assign its rights or obligations under this Exhibit A without the prior written consent of the Company, except that Investor may assign all or a portion of its rights under this Exhibit A to an Affiliate (as defined in Rule 405 under the Securities Act) to which Investor transfers all or any of the Registrable Shares in accordance with applicable law, and all references to "Investor" herein shall thereafter be deemed to include and apply to such Affiliate.</p>
TERM:	<p>The rights and obligations under this Exhibit A shall terminate on (i) the first anniversary of the date of the Share Purchase and Exchange Agreement or (ii) if earlier, the date on which Investor ceases to own any Registrable Shares.</p>