

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

FORM 8-K

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

Date of Report (Date of earliest event reported): August 15, 2019



**CHENIERE ENERGY, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-16383  
(Commission  
File Number)

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

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

77002  
(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:

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.003 par value	LNG	NYSE American

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

Emerging growth company

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

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

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

The Amendment extended the term of Mr. Fusco’s Employment Agreement from December 31, 2019 to December 31, 2022, and provided that the term may be extended by mutual agreement. The Amendment also revised the treatment of Mr. Fusco’s long-term incentive awards in the event that Mr. Fusco remains employed through the end of the term to provide that, if at the time that Mr. Fusco’s relationship with the Company concludes none of the conditions constituting “cause” under the Employment Agreement exist, then any outstanding long-term incentive awards will continue to vest in accordance with their terms. Additionally, the scope of Mr. Fusco’s non-compete in the Employment Agreement was updated to reflect the Company’s current businesses and the Amendment clarified Mr. Fusco’s severance benefits under the Employment Agreement and the Company’s Amended and Restated Key Executive Severance Plan.

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

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

Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Employment Agreement Amendment between Cheniere Energy, Inc. and Jack Fusco, dated August 15, 2019</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CHENIERE ENERGY, INC.

Date: August 15, 2019

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

## EMPLOYMENT AGREEMENT AMENDMENT

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

## RECITALS

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

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

1. Section 1 of the Original Agreement is amended to provide that the Employment Term shall end on December 31, 2022 (or such later date to which the Employment Term may be extended by mutual agreement of the parties hereto), unless Executive's employment terminates earlier in accordance with Section 7 of the Employment Agreement.

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

"(d) Completion of the Employment Term. If the Executive remains employed with the Company through December 31, 2022 (or such later date to which the Employment Term may be extended in accordance with this Agreement) and at the time Executive's relationship with the Company concludes none of the conditions in Section 7(c) exist, then the Company shall pay Executive the Accrued Compensation and, subject to Section 15(c), any earned but unpaid bonus within sixty (60) days and Executive's then-outstanding long-term incentive awards shall continue to vest in accordance with their terms."

3. The definition of "Business" in Section 12(b) of the Original Agreement is amended in its entirety to read as follows:

"Business' means the business of (i) selling, marketing, trading or distributing liquefied natural gas and/or (ii) designing, permitting, constructing, developing or operating liquefied natural gas facilities and/or (iii) trading natural gas on behalf of a liquefied natural gas facility or facilities."

4. For the avoidance of doubt, if Executive becomes eligible for payments and benefits under both Section 9(c) of the Employment Agreement and the Company's Amended and Restated Key Executive Severance Plan (as may be amended from time to time, the "Severance Plan"), then:

a. Executive's Severance Pay (as defined in the Severance Plan) shall be reduced by the severance pay under Section 9(c)(iii) of the Employment Agreement in accordance with Section 5.2 of the Severance Plan;

b. Executive shall be entitled to the prorated bonus in Section 9(c)(ii) of the Employment Agreement or the Prorated Target Bonus Amount (as defined in the Severance Plan), whichever is greater and which shall be paid within 75 days after the year of termination; and

c. The portion of Executive's outstanding long-term incentive awards that is not forfeited, as determined in accordance with the Employment Agreement or the Severance Plan (whichever is more favorable to Executive), shall continue to vest in accordance with the terms of the awards notwithstanding Executive's termination of employment.

5. For the avoidance of doubt, an event triggering the benefits in Section 9(d) of the Employment Agreement shall not be deemed to be a "Qualifying Termination" as defined in, and for purposes of, the Severance Plan.

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CHENIERE ENERGY, INC.

By: /s/ Sean N. Markowitz  
Name: Sean N. Markowitz  
Title: General Counsel and Secretary

EXECUTIVE

By: /s/ Jack A. Fusco  
Name: Jack A. Fusco