

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): May 14, 2020



**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 77002  
(Address of principal executive offices)

(713) 375-5000  
(Registrant's telephone number, including area code)

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(s)	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.

---

**Item 1.01 Entry into a Material Definitive Agreement.**

On May 14, 2020, the Board of Directors (the “Board”) of Cheniere Energy, Inc. (the “Company”), in connection with a periodic review of its existing form of indemnification agreements, approved forms of Indemnification Agreements and authorized the Company to enter into such Indemnification Agreements with each of the directors and certain officers of the Company. The forms of Indemnification Agreements provide for indemnification for all expenses and claims that a director or officer incurs as a result of actions taken, or not taken, on behalf of the Company as a director, officer, employee, controlling person, selling shareholder, agent or fiduciary of the Company or any subsidiary of the Company, with such indemnification to be paid within 25 days after demand. The Indemnification Agreements provide that no indemnification will generally be provided (1) for claims unrelated to defense voluntarily brought by the director or officer, except for a claim of indemnity under the Indemnification Agreement, if the Company approves the bringing of such claim, or if the Delaware General Corporation Law (the “DGCL”) requires providing indemnification because the director or officer has been successful on the merits of such claim, (2) for claims under Section 16(b) of the Securities Exchange Act of 1934, as amended, (3) if the director or officer did not act in good faith or in a manner reasonably believed by the director or officer to be in or not opposed to the best interests of the Company, (4) if the director or officer has reasonable cause to believe that his or her conduct was unlawful in a criminal action or proceeding, or (5) if the director or officer is adjudged liable to the Company unless and only to the extent the court in which such action was brought shall permit indemnification as provided in Section 145(b) of the DGCL. Indemnification will be provided to the extent permitted by law, the Company’s certificate of incorporation and bylaws, and to a greater extent if by law the scope of coverage is expanded after the date of the Indemnification Agreement. In all events, the scope of coverage will not be less than what is in existence on the date of the Indemnification Agreement.

The foregoing description of the forms of Indemnification Agreements is not complete and is qualified in its entirety by reference to the forms of Indemnification Agreements filed herewith as Exhibits 10.1 and 10.2, which are incorporated herein by reference.

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

As described under Item 5.07 below, at the Company’s 2020 Annual Meeting of Shareholders (the “2020 Annual Meeting”) on May 14, 2020, the Company’s shareholders approved the Cheniere Energy, Inc. 2020 Incentive Plan (the “2020 Incentive Plan”).

A summary of the 2020 Incentive Plan is set forth under the caption “Proposal 4 – Approval of the Cheniere Energy, Inc. 2020 Incentive Plan” in the Company’s definitive proxy statement filed with the Securities and Exchange Commission on April 10, 2020 (the “2020 Proxy Statement”) and is incorporated herein by reference. The summary of the 2020 Incentive Plan set forth therein is not complete and is qualified in its entirety by reference to the full text of the 2020 Incentive Plan, which is filed herewith as Exhibit 10.3 and is incorporated herein by reference.

In connection with the approval of the 2020 Incentive Plan, the Board approved forms of grant agreements that may be used periodically by the Company for equity awards to named executive officers and directors under the 2020 Incentive Plan. These forms of grant agreements are attached herein as Exhibits 10.4 – 10.6 and are incorporated herein by reference.

The information set forth under Item 1.01 of this Current Report on Form8-K is incorporated by reference into this Item 5.02.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

At the 2020 Annual Meeting, there were 217,819,482 shares of the Company's common stock present or represented by proxy. This represented approximately 86.4% of the Company's shares of common stock outstanding as of the record date of the 2020 Annual Meeting. Five proposals, as described in the 2020 Proxy Statement, were voted upon at the 2020 Annual Meeting. The following is a brief description of the matters voted upon and the final voting results.

ITEM 1: ELECTION OF DIRECTORS

Director	Number of Votes For	Number of Votes Against	Number of Abstentions	Number of Broker Non-Votes
G. Andrea Botta	189,274,632	11,540,866	51,165	16,952,819
Jack A. Fusco	199,854,277	951,421	60,965	16,952,819
Vicky A. Bailey	196,054,977	4,761,371	50,315	16,952,819
Nuno Brandolini	197,094,026	3,723,043	49,594	16,952,819
Michele A. Evans	200,604,275	189,463	72,925	16,952,819
David I. Foley	199,120,809	1,671,434	74,420	16,952,819
David B. Kilpatrick	197,181,411	3,635,363	49,889	16,952,819
Andrew Langham	171,534,808	29,128,739	203,116	16,952,819
Courtney R. Mather	192,376,017	8,405,498	85,148	16,952,819
Donald F. Robillard, Jr.	199,886,948	883,963	95,752	16,952,819
Neal A. Shear	197,712,725	3,052,282	101,656	16,952,819

Each of the director nominees was elected as a director to serve for a one-year term until the 2021 annual meeting of shareholders or until his or her successor is duly elected and qualified.

ITEM 2: ADVISORY AND NON-BINDING VOTE TO APPROVE THE COMPENSATION OF THE COMPANY'S NAMED EXECUTIVE OFFICERS FOR 2019

Number of Votes For	Number of Votes Against	Number of Abstentions	Number of Broker Non- Votes
141,528,780	58,934,877	403,006	16,952,819

In an advisory and non-binding vote, the shareholders approved the compensation paid for 2019 to the Company's named executive officers, as disclosed in the 2020 Proxy Statement.

ITEM 3: RATIFICATION OF KPMG LLP AS INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR 2020

<u>Number of Votes For</u>	<u>Number of Votes Against</u>	<u>Number of Abstentions</u>
217,453,560	209,766	156,156

The shareholders ratified the appointment of KPMG LLP as the Company's independent registered public accounting firm for 2020.

ITEM 4: APPROVAL OF THE CHENIERE ENERGY, INC. 2020 INCENTIVE PLAN

<u>Number of Votes For</u>	<u>Number of Votes Against</u>	<u>Number of Abstentions</u>	<u>Number of Broker Non- Votes</u>
194,322,063	6,241,418	303,182	16,952,819

The shareholders approved the 2020 Incentive Plan.

ITEM 5: SHAREHOLDER PROPOSAL REGARDING CLIMATE CHANGE RISK ANALYSIS

<u>Number of Votes For</u>	<u>Number of Votes Against</u>	<u>Number of Abstentions</u>	<u>Number of Broker Non- Votes</u>
55,978,528	143,243,377	1,644,758	16,952,819

The shareholders did not approve the shareholder proposal that the Company conduct a climate change risk analysis as described in the 2020 Proxy Statement.

---

**Item 9.01 Financial Statements and Exhibits.**

d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Form of Indemnification Agreement for directors of the Company</u></a>
10.2	<a href="#"><u>Form of Indemnification Agreement for officers of the Company</u></a>
10.3*	<a href="#"><u>Cheniere Energy, Inc. 2020 Incentive Plan (Incorporated by reference to Exhibit 4.9 to Cheniere Energy, Inc.'s Registration Statement on Form S-8 (File No. 333-238261) filed on May 14, 2020)</u></a>
10.4	<a href="#"><u>Form of Restricted Stock Grant under the Cheniere Energy, Inc. 2020 Incentive Plan (Director)</u></a>
10.5	<a href="#"><u>Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2020 Incentive Plan (Grades 18-20 Executive Officer)</u></a>
10.6	<a href="#"><u>Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2020 Incentive Plan (Grades 18-20)</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Incorporated by reference.

---

**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: May 20, 2020

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

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into this            day of            , 2020, between Cheniere Energy, Inc., a Delaware corporation (the "Company"), and            ("Indemnitee").

## INTRODUCTION:

- A. Indemnitee, as a member of the Company's Board of Directors, performs valuable services for the Company.
- B. The Company and Indemnitee recognize the substantial increase in corporate litigation in general, subjecting directors, officers, employees, controlling persons, agents and fiduciaries to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited.
- C. The Company's Amended and Restated Bylaws, as amended (the "Bylaws"), provide for the indemnification of the directors, officers, employees and agents of the Company to the maximum extent authorized by Section 145 of the Delaware General Corporation Law, as amended ("DGCL").
- D. Indemnitee desires to ensure that the indemnification currently provided to Indemnitee under the Bylaws is not changed in the future as a result of an amendment to the Bylaws, and Indemnitee may not be willing to serve or continue to serve in such capacities without additional protection.
- E. The Bylaws and the DGCL, by their non-exclusive nature, permit contracts between the Company and its directors, officers, employees, controlling persons, agents or fiduciaries with respect to indemnification.
- F. The Company (i) desires to attract and retain the involvement of highly qualified individuals, such as Indemnitee, to serve the Company and, in part, in order to induce Indemnitee to be involved with the Company, and (ii) wishes to provide for the indemnification and advancing of expenses to Indemnitee to the maximum extent permitted by law.
- G. In view of the considerations set forth above, the Company desires that Indemnitee be indemnified by the Company as set forth herein.
- H. Capitalized words are defined in the text of this Agreement or in Section 10.

*[Remainder Of Page Intentionally Blank]*

---

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of Indemnitee's service to the Company, the parties hereto agree as follows:

**1. Indemnity of Indemnitee**

The Company hereby agrees to indemnify Indemnitee to the fullest extent permitted by applicable law, the Company's Restated Certificate of Incorporation, as amended (the "Certificate"), the Bylaws or by statute. In the event of any change after the date of this Agreement in any applicable law, statute or rule that expands the right of a Delaware corporation to indemnify a member of its Board of Directors or an officer, employee, controlling person, Selling Shareholder, agent or fiduciary, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule that narrows the right of a Delaware corporation to indemnify a member of its Board of Directors or an officer, employee, controlling person, Selling Shareholder, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in Section 8(a) hereof.

**2. Indemnification Rights**

(a) Indemnification of Expenses. The Company shall indemnify and hold harmless Indemnitee, together with Indemnitee's partners, affiliates, employees, agents and spouse and each person who controls any of them or who may be liable within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to the fullest extent permitted by law if Indemnitee was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any Pre-Claim Inquiry, hearing, inquiry or investigation that Indemnitee in good faith reasonably believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other (hereinafter a "Claim") against any and all expenses (including attorneys' fees and all other costs, expenses and obligations incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in, any such action, suit, proceeding, alternative dispute resolution mechanism, Pre-Claim Inquiry, hearing, inquiry or investigation), judgments, fines, penalties, Asset Protection Costs, Personal Reputation Expenses, Liberty Protection Costs, and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) of any Claim and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement (collectively, hereinafter "Expenses"), including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, incurred in any jurisdiction (both foreign and domestic) by Indemnitee by reason of (or arising in part out of) any event or occurrence related to the fact that Indemnitee is or was a director, officer, employee, controlling person, Selling Shareholder, agent or fiduciary of the Company or any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, controlling person, agent or fiduciary of another corporation, partnership, joint venture,



trust or other enterprise, or by reason of any action or inaction on the part of Indemnitee while serving in such capacity including, without limitation, any and all losses, claims, damages, expenses and liabilities, joint or several (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or any claim asserted) under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, that relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the Company or any of its subsidiaries or to any fiduciary obligation owed with respect thereto (hereinafter an “Indemnification Event”). Such payment of Expenses shall be made by the Company as soon as practicable but in any event no later than 25 days after written demand by Indemnitee therefor is presented to the Company.

(b) Reviewing Party. If the Reviewing Party (as described in Section 10(e) hereof) shall have determined (in a written opinion, in any case in which the Independent Legal Counsel (as defined below) is involved) that Indemnitee would not be permitted to be indemnified under applicable law, then (i) the Company shall not be obligated to provide any indemnification under Section 1 or 2 and (ii) Indemnitee acknowledges and agrees that the Company shall not be obligated to make an advance payment of Expenses to Indemnitee pursuant to Section 3(a) (an “Expense Advance”) and Indemnitee agrees to reimburse the Company for such Expense Advance; *provided, however*, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed) and until such time, Indemnitee shall be entitled to receive interim payments of expenses pursuant to Section 2(a). Indemnitee’s obligation to reimburse the Company for any Expense Advance shall be unsecured and no interest shall be charged thereon. If there has not been a Change in Control (as defined in Section 10(d) hereof), the Reviewing Party shall be selected by the Board of Directors, and if there has been a Change in Control (other than a Change in Control that has been approved by a majority of the Company’s Board of Directors who were directors immediately prior to such Change in Control), the Reviewing Party shall be an attorney or firm of attorneys selected by the Board of Directors who shall not have otherwise performed services for the Company or any Indemnitee within the last three years (other than with respect to matters concerning the right of any Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements) (the “Independent Legal Counsel”). If there has been no determination by the Reviewing Party or if the Reviewing Party determines that Indemnitee substantively would not be permitted to be indemnified in whole or in part under applicable law, Indemnitee shall have the right to commence litigation seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party otherwise shall be conclusive and binding on the Company and Indemnitee.

(c) Contribution. If the indemnification provided for in Section 2(a) above is for any reason held by a court of competent jurisdiction to be unavailable to an Indemnitee in respect of any losses, claims, damages, expenses or liabilities referred to therein (after a final judicial determination is made with respect thereto, and as to which all rights of appeal therefrom

have been exhausted or lapsed), then the Company, in lieu of indemnifying Indemnitee thereunder, shall contribute to the amount paid or payable by Indemnitee as a result of such losses, claims, damages, expenses or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and Indemnitee, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and Indemnitee in connection with the action or inaction that resulted in such losses, claims, damages, expenses or liabilities, as well as any other relevant equitable considerations. In connection with the registration of the Company's (or a subsidiary's) securities, the relative benefits received by the Company (or its subsidiary) and Indemnitee shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by the Company (or its subsidiary) and the Indemnitee, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the securities so offered. The relative fault of the Company (or its subsidiary) and Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company (or its subsidiary) or Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and Indemnitee agree that it would not be just and equitable if contribution pursuant to this Section 2(c) were determined by pro rata or per capita allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. In connection with the registration of the Company's (or a subsidiary's) securities, in no event shall an Indemnitee be required to contribute any amount under this Section 2(c) in excess of the lesser of (i) that proportion of the total of such losses, claims, damages or liabilities indemnified against equal to the proportion of the total securities sold under such registration statement that is being sold by Indemnitee or (ii) the proceeds received by Indemnitee from its sale of securities under such registration statement. No person found guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Exchange Act) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

(d) Survival Regardless of Investigation. The indemnification and contribution provided for herein will remain in full force and effect regardless of any investigation made by or on behalf of Indemnitee or any officer, director, employee, agent or controlling person of Indemnitee.

(e) Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in the defense of any action, suit, proceeding, inquiry or investigation referred to in Section 2(a) hereof or in the defense of any claim, issue or matter therein, Indemnitee shall be indemnified against all Expenses incurred by Indemnitee in connection herewith.

### **3. Expenses; Indemnification Procedure**

(a) Advancement of Expenses. The Company shall advance all Expenses incurred by Indemnitee. The advances to be made hereunder shall be paid by the Company to Indemnitee as soon as practicable but in any event no later than 25 days after written demand by Indemnitee therefor to the Company.

(b) Notice/Cooperation by Indemnitee. Indemnitee shall give the Company notice in writing in accordance with Section 14 of this Agreement as soon as practicable of any Claim made against Indemnitee for which indemnification will or could be sought under this Agreement.

(c) No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law, shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief. In connection with any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

(d) Directors & Officers Liability Insurance. The company will obtain and maintain a policy or policies of D&O insurance with one or more reputable insurance companies providing Indemnitee with coverage in such amount(s) as may be determined by the Board of Directors for losses and Expenses paid or incurred by Indemnitee for a Claim, and to insure, to the extent of its terms, the Company's performance of its indemnity obligations under this Agreement. The Company is solely responsible for all premiums, deductibles, retentions, co-insurance and other expenses associated with the procurement and maintenance of such policies.

(e) Notice to Insurers. Upon receipt by the Company of a notice of Claim pursuant to Section 3(b) above, the Company will give prompt notice to each D&O liability insurer in accordance with the procedures set forth in each of the Company's D&O liability policies. The Company acknowledges that under each policy it may act on behalf of the Indemnitees to give and receive notice, pay or receive premiums, provide cancellation or renewal instructions and accept any revisions or amendments, among other things, as detailed in the respective insurance policies.

In the unlikely event the Company should decline indemnification to Indemnitee pursuant to Section 8 below, the Company will take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable in accordance with the terms of such policies.

(f) Selection of Counsel. If Indemnitee is not an officer of the Company, he, together with the other directors who are not officers of the Company (the "Outside Directors"), shall be entitled to employ, and, to the extent indemnifiable pursuant to Section 2, be reimbursed for the fees and disbursements of, counsel separate from that chosen by Indemnitees who are

---

officers of the Company. The principal counsel for Outside Directors (the "Principal Counsel") shall be determined by majority vote of the Outside Directors, and the principal counsel for Indemnitees who are not Outside Directors (the "Separate Counsel") shall be determined by majority vote of such Indemnitees, in each case subject to the consent of the Company (not to be unreasonably withheld or delayed). The obligation of the Company to reimburse Indemnitee for the fees and disbursements of counsel hereunder shall not extend to the fees and disbursements of any counsel employed by Indemnitee other than the Principal Counsel or the Separate Counsel, as the case may be, unless Indemnitee has interests that are different from those of the other Indemnitees or defenses available to him that are in addition to or different from those of the other Indemnitees such that the Principal Counsel or the Separate Counsel, as the case may be, would have an actual or potential conflict of interest in representing Indemnitee. The Company will take all action that is necessary or desirable to cause the insurers to consent to the two sets of counsel referenced above.

**4. Non-exclusivity**

The indemnification provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Certificate, the Bylaws, any agreement, any vote of stockholders or disinterested directors, the DGCL, or otherwise. The indemnification provided under this Agreement shall continue as to Indemnitee for any action Indemnitee took or did not take while serving in an indemnified capacity even though Indemnitee may have ceased to serve in such capacity.

**5. No Duplication of Payments**

The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against any Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, the Certificate, the Bylaws or otherwise) of the amounts otherwise indemnifiable hereunder, except to the extent Indemnitee has paid Expenses or attorney's fees that are subject to reimbursement under any insurance policy.

**6. Partial Indemnification**

If any Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for any portion of Expenses incurred in connection with any Claim, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

**7. Mutual Acknowledgement**

The Company and Indemnitee acknowledge that in certain instances, Federal law or applicable public policy may prohibit the Company from indemnifying its directors, officers, employees, controlling persons, agents or fiduciaries under this Agreement or otherwise. Each Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Company's rights under public policy to indemnify Indemnitee.

**8. Exceptions**

Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Claims Initiated by Indemnitee. To indemnify or advance expenses to any Indemnitee with respect to Claims initiated or brought voluntarily by Indemnitee and not by way of defense, except (i) with respect to actions or proceedings to establish or enforce a right to indemnify under this Agreement or any other agreement or insurance policy or under the Certificate or the Bylaws now or hereafter in effect relating to Claims for Indemnifiable Events, (ii) in specific cases if the Company's Board of Directors has approved the initiation or bringing of such Claim, or (iii) as otherwise required under Section 145 of the DGCL, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance expense payment or insurance recovery, as the case may be; or

(b) Claims Under Section 16(b). To indemnify Indemnitee for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Exchange Act or any similar successor statute; or

(c) Claims Excluded Under Section 145 of the Delaware General Corporation Law. To indemnify Indemnitee if (i) Indemnitee did not act in good faith or in a manner reasonably believed by such Indemnitee to be in or not opposed to the best interests of the Company, or (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe Indemnitee's conduct was unlawful, or (iii) Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent the court in which such action was brought shall permit indemnification as provided in Section 145(b) of the DGCL.

#### **9. Period of Limitations**

No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against any Indemnitee, any Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five-year period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

#### **10. Construction of Certain Phrases**

(a) For purposes of this Agreement, references to the "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, agents or fiduciaries, so that if Indemnitee is or was a director, officer, employee, agent, control person, or fiduciary of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, control person, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(b) For purposes of this Agreement, references to “*other enterprises*” shall include employee benefit plans; references to “*finer*” shall include any excise taxes assessed on any Indemnitee with respect to an employee benefit plan; and references to “*servicing at the request of the Company*” shall include any service as a director, officer, employee, agent or fiduciary of the Company that imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or its beneficiaries; and if any Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the interests of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner “not opposed to the best interests of the Company” as referred to in this Agreement.

(c) For purposes of this Agreement, “*Affiliate*” means (i) any entity in which the Company, directly or indirectly, owns 10% or more of the combined Voting Securities, (ii) any “parent corporation” of the Company (as defined in Section 424(e) of the Internal Revenue Code of 1986, as amended (the “Code”), (iii) any “subsidiary corporation” of any such parent corporation (as defined in Section 424(f) of the Code) of the Company and (iv) any trades or businesses, whether or not incorporated which are members of a controlled group or are under common control (as defined in Sections 414(b) or (c) of the Code) with the Company.

(d) For purposes of this Agreement a “*Change in Control*” shall be deemed to have occurred if (i) any “*person*” (as defined in Section 3(a)(9) of the Exchange Act), and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any of its subsidiaries, (B) any employee benefit plan of the Company or any of its subsidiaries, (C) any Affiliate, (D) a company owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company, or (E) an underwriter temporarily holding securities pursuant to an offering of such securities (a “*Person*”), becomes the “*beneficial owner*” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the shares of voting stock of the Company then outstanding; *provided, however*, that an initial public offering of common stock of the Company shall not constitute a Change of Control; (ii) the consummation of any merger, organization, business combination or consolidation of the Company or one of its subsidiaries with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the Voting Securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combination or consolidation more than 50% of the combined voting power of the voting securities of the Company or the surviving company or the parent of such surviving company; (iii) the consummation of a sale or disposition by the Company of all or substantially all of the Company’s assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquiror, of such assets, or the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company; or (iv) individuals who, as of the date of this Agreement, constitute the board of directors of the Company (the “*Incumbent Board*”) cease for any reason to constitute at least a majority of the board of directors of the Company; *provided, however*, that any individual becoming a director subsequent to the date of this Agreement whose election by the board of directors of the Company, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as

though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an election contest with respect to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person other than the board of directors of the Company.

(e) For purposes of this Agreement, a “**Reviewing Party**” shall mean, if and when appointed by the Board of Directors, any appropriate person or body consisting of a member or members of the Company’s Board of Directors or any other person or body appointed by the Board of Directors who is not a party to the particular Claim for which Indemnitee is seeking indemnification, or Independent Legal Counsel.

(f) For purposes of this Agreement, “**Voting Securities**” shall mean any securities of the Company that vote generally in the election of directors.

(g) For purposes of this Agreement, “**Asset Protection Costs**” shall mean reasonable and necessary Expenses paid or incurred by the Indemnitee to:

- i) oppose any effort by an Enforcement Body to seize or otherwise enjoin the Indemnitee’s personal assets or real property; or
- ii) obtain the discharge or revocation of a court order entered against Indemnitee which in any way impairs the use of such Indemnitee’s personal assets or real property.

(h) For purposes of this Agreement, “**Enforcement Body**” means:

- i) any federal, state, local or foreign law enforcement authority or other governmental investigative authority (including, but not limited to the United States Department of Justice, the United States Securities and Exchange Commission, and any Attorney General); or
- ii) the enforcement unit of any securities or commodities exchange or other self-regulatory organization.

(i) For purposes of this Agreement, “**Personal Reputation Expenses**” shall mean reasonable and necessary Expenses paid or incurred by or on behalf of an Indemnitee to counteract any negative statement about the Indemnitee made by an authorized representative of an Enforcement Body included in a press release or published by any print or electronic media outlet.

(j) For purposes of this Agreement, “**Liberty Protection Costs**” means reasonable and necessary Expenses paid or incurred by an Indemnitee to lawfully seek his or her release from any arrest or confinement to:

- i) a specific residence; or

- ii) a secure custodial premises operated by or on behalf of a law enforcement authority; or
- iii) payment of premiums or bonds or other financial instruments required by a court to guarantee the Indemnitee's contingent obligation to pay a specified amount, but only if the payment(s) are incurred or imposed outside the United States.

(k) For purposes of this Agreement, "**Pre-Claim Inquiry Costs**" shall mean reasonable and necessary expenses paid or incurred by an Indemnitee to respond to a verifiable request for an Indemnitee to

- i) appear at a meeting or interview; or
- ii) produce documents,

if such request comes from

- i) an Enforcement Body; or
- ii) the Company.

A Pre-Claim Inquiry also means the arrest or confinement of an Indemnitee to:

- i) a specific residence; or
- ii) a secure custodial premises operated by or on behalf of a law enforcement authority.

(l) For purposes of this Agreement, "**Selling Shareholder**" shall mean an Indemnitee who sells a security as described in Section 12(a)(2) of the Securities Act of 1993 or any similar securities law or regulation of any state or any common law.

#### **11. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

#### **12. Binding Effect; Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement



shall continue in effect with respect to Claims relating to Indemnifiable Events regardless of whether any Indemnitee continues to serve as a director, officer, employee, agent, controlling person, or fiduciary of the Company or of any other enterprise, including subsidiaries of the Company, at the Company's request.

**13. Attorneys' Fees**

In the event that any action is instituted by an Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, any Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee with respect to such action (including, without limitation, attorney's fees), regardless of whether Indemnitee is ultimately successful in such action, and shall be entitled to the advancement of Expenses with respect to such action, unless, as a part of such action, a court of competent jurisdiction over such action determines that the material assertions made by Indemnitee as a basis for such action were not made in good faith or were frivolous, *provided, however*, that until such determination is made, Indemnitee shall be entitled to receive payment of Expense Advances hereunder with respect to such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee in defense of such action (including costs and expenses incurred with respect to Indemnitee counterclaims and cross-claims made in such action), and shall be entitled to the advancement of Expenses with respect to such action, unless, as a part of such action, a court having jurisdiction over such action determines that each of the Indemnitee's material defenses to such action was made in bad faith or were frivolous.

**14. Notice**

All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given (a) five calendar days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid, or (d) one day after the business day of delivery by facsimile transmission, if deliverable by facsimile transmission, with copy by first class mail, postage prepaid, and shall be addressed if to Indemnitee, at Indemnitee's address as set forth beneath Indemnitee's signature to this Agreement and if to the Company at the address of its principal corporate offices (attention: Chief Executive Officer) or at such other address as such party may designate by ten calendar days' advance written notice to the other party hereto.

**15. Consent to Jurisdiction**

The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the Court of Chancery of the State of Delaware in and for New Castle County, which shall be the exclusive and only proper forum for adjudicating such a claim.

**16. Severability**

The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

**17. Choice of Law**

This Agreement shall be governed by and its provisions construed and enforced in accordance with the laws of the State of Delaware, as applied to contracts between Delaware residents, entered into and to be performed entirely within the State of Delaware, without regard to the conflict of laws principles thereof.

**18. Subrogation**

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

**19. Amendment and Termination**

No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

**20. Integration and Entire Agreement**

This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto.

**21. No Construction as Employment Agreement**

Nothing contained in this Agreement shall be construed as giving the Indemnitee any right to be retained in the employ of the Company or any of its subsidiaries.

**22. Corporate Authority**

The Board of Directors of the Company has approved the terms of this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

**COMPANY:**

**CHENIERE ENERGY, INC.**

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

**INDEMNITEE:**

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

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into this            day of           , 2020, between Cheniere Energy, Inc., a Delaware corporation (the "Company"), and            ("Indemnitee").

## INTRODUCTION:

- A. Indemnitee, as a member of the Company's Board of Directors, an officer of the Company and/or a fiduciary under certain of the Company's employee benefit plans, performs valuable services for the Company.
- B. The Company and Indemnitee recognize the substantial increase in corporate litigation in general, subjecting directors, officers, employees, controlling persons, agents and fiduciaries to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited.
- C. The Company's Amended and Restated Bylaws, as amended (the "Bylaws"), provide for the indemnification of the directors, officers, employees and agents of the Company to the maximum extent authorized by Section 145 of the Delaware General Corporation Law, as amended ("DGCL").
- D. Indemnitee desires to ensure that the indemnification currently provided to Indemnitee under the Bylaws is not changed in the future as a result of an amendment to the Bylaws, and Indemnitee may not be willing to serve or continue to serve in such capacities without additional protection.
- E. The Bylaws and the DGCL, by their non-exclusive nature, permit contracts between the Company and its directors, officers, employees, controlling persons, agents or fiduciaries with respect to indemnification.
- F. The Company (i) desires to attract and retain the involvement of highly qualified individuals, such as Indemnitee, to serve the Company and, in part, in order to induce Indemnitee to be involved with the Company, and (ii) wishes to provide for the indemnification and advancing of expenses to Indemnitee to the maximum extent permitted by law.
- G. In view of the considerations set forth above, the Company desires that Indemnitee be indemnified by the Company as set forth herein.
- H. Capitalized words are defined in the text of this Agreement or in Section 10.

*[Remainder Of Page Intentionally Blank]*

---

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of Indemnitee's service to the Company, the parties hereto agree as follows:

**1. Indemnity of Indemnitee**

The Company hereby agrees to indemnify Indemnitee to the fullest extent permitted by applicable law, the Company's Restated Certificate of Incorporation, as amended (the "Certificate"), the Bylaws or by statute. In the event of any change after the date of this Agreement in any applicable law, statute or rule that expands the right of a Delaware corporation to indemnify a member of its Board of Directors or an officer, employee, controlling person, Selling Shareholder, agent or fiduciary, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule that narrows the right of a Delaware corporation to indemnify a member of its Board of Directors or an officer, employee, controlling person, Selling Shareholder, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in Section 8(a) hereof.

**2. Indemnification Rights**

(a) Indemnification of Expenses. The Company shall indemnify and hold harmless Indemnitee, together with Indemnitee's partners, affiliates, employees, agents and spouse and each person who controls any of them or who may be liable within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to the fullest extent permitted by law if Indemnitee was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any Pre-Claim Inquiry, hearing, inquiry or investigation that Indemnitee in good faith reasonably believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other (hereinafter a "Claim") against any and all expenses (including attorneys' fees and all other costs, expenses and obligations incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in, any such action, suit, proceeding, alternative dispute resolution mechanism, Pre-Claim Inquiry, hearing, inquiry or investigation), judgments, fines, penalties, Asset Protection Costs, Personal Reputation Expenses, Liberty Protection Costs, and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) of any Claim and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement (collectively, hereinafter "Expenses"), including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, incurred in any jurisdiction (both foreign and domestic) by Indemnitee by reason of (or arising in part out of) any event or occurrence related to the fact that Indemnitee is or was a director, officer, employee, controlling person, Selling Shareholder, agent or fiduciary of the Company or any subsidiary of the Company, or is or was

serving at the request of the Company as a director, officer, employee, controlling person, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of Indemnitee while serving in such capacity including, without limitation, any and all losses, claims, damages, expenses and liabilities, joint or several (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or any claim asserted) under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, that relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the Company or any of its subsidiaries or to any fiduciary obligation owed with respect thereto (hereinafter an "Indemnification Event"). Such payment of Expenses shall be made by the Company as soon as practicable but in any event no later than 25 days after written demand by Indemnitee therefor is presented to the Company.

(b) Reviewing Party. If the Reviewing Party (as described in Section 10(e) hereof) shall have determined (in a written opinion, in any case in which the Independent Legal Counsel (as defined below) is involved) that Indemnitee would not be permitted to be indemnified under applicable law, then (i) the Company shall not be obligated to provide any indemnification under Section 1 or 2 and (ii) Indemnitee acknowledges and agrees that the Company shall not be obligated to make an advance payment of Expenses to Indemnitee pursuant to Section 3(a) (an "Expense Advance") and Indemnitee agrees to reimburse the Company for such Expense Advance; *provided, however*, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed) and until such time, Indemnitee shall be entitled to receive interim payments of expenses pursuant to Section 2(a). Indemnitee's obligation to reimburse the Company for any Expense Advance shall be unsecured and no interest shall be charged thereon. If there has not been a Change in Control (as defined in Section 10(d) hereof), the Reviewing Party shall be selected by the Board of Directors, and if there has been a Change in Control (other than a Change in Control that has been approved by a majority of the Company's Board of Directors who were directors immediately prior to such Change in Control), the Reviewing Party shall be an attorney or firm of attorneys selected by the Board of Directors who shall not have otherwise performed services for the Company or any Indemnitee within the last three years (other than with respect to matters concerning the right of any Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements) (the "Independent Legal Counsel"). If there has been no determination by the Reviewing Party or if the Reviewing Party determines that Indemnitee substantively would not be permitted to be indemnified in whole or in part under applicable law, Indemnitee shall have the right to commence litigation seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party otherwise shall be conclusive and binding on the Company and Indemnitee.

(c) Contribution. If the indemnification provided for in Section 2(a) above is for any reason held by a court of competent jurisdiction to be unavailable to an Indemnitee in respect of any losses, claims, damages, expenses or liabilities referred to therein (after a final judicial determination is made with respect thereto, and as to which all rights of appeal therefrom have been exhausted or lapsed), then the Company, in lieu of indemnifying Indemnitee thereunder, shall contribute to the amount paid or payable by Indemnitee as a result of such losses, claims, damages, expenses or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and Indemnitee, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and Indemnitee in connection with the action or inaction that resulted in such losses, claims, damages, expenses or liabilities, as well as any other relevant equitable considerations. In connection with the registration of the Company's (or a subsidiary's) securities, the relative benefits received by the Company (or its subsidiary) and Indemnitee shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by the Company (or its subsidiary) and the Indemnitee, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the securities so offered. The relative fault of the Company (or its subsidiary) and Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company (or its subsidiary) or Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and Indemnitee agree that it would not be just and equitable if contribution pursuant to this Section 2(c) were determined by pro rata or per capita allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. In connection with the registration of the Company's (or a subsidiary's) securities, in no event shall an Indemnitee be required to contribute any amount under this Section 2(c) in excess of the lesser of (i) that proportion of the total of such losses, claims, damages or liabilities indemnified against equal to the proportion of the total securities sold under such registration statement that is being sold by Indemnitee or (ii) the proceeds received by Indemnitee from its sale of securities under such registration statement. No person found guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Exchange Act) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

(d) Survival Regardless of Investigation. The indemnification and contribution provided for herein will remain in full force and effect regardless of any investigation made by or on behalf of Indemnitee or any officer, director, employee, agent or controlling person of Indemnitee.

(e) Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in the defense of any action, suit, proceeding, inquiry or investigation referred to in Section 2(a) hereof or in the defense of any claim, issue or matter therein, Indemnitee shall be indemnified against all Expenses incurred by Indemnitee in connection herewith.

---

### 3. Expenses: Indemnification Procedure

(a) Advancement of Expenses. The Company shall advance all Expenses incurred by Indemnitee. The advances to be made hereunder shall be paid by the Company to Indemnitee as soon as practicable but in any event no later than 25 days after written demand by Indemnitee therefor to the Company.

(b) Notice/Cooperation by Indemnitee. Indemnitee shall give the Company notice in writing in accordance with Section 14 of this Agreement as soon as practicable of any Claim made against Indemnitee for which indemnification will or could be sought under this Agreement.

(c) No Presumptions: Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law, shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief. In connection with any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

(d) Directors & Officers Liability Insurance. The company will obtain and maintain a policy or policies of D&O insurance with one or more reputable insurance companies providing Indemnitee with coverage in such amount(s) as may be determined by the Board of Directors for losses and Expenses paid or incurred by Indemnitee for a Claim, and to insure, to the extent of its terms, the Company's performance of its indemnity obligations under this Agreement. The Company is solely responsible for all premiums, deductibles, retentions, co-insurance and other expenses associated with the procurement and maintenance of such policies.

(e) Notice to Insurers. Upon receipt by the Company of a notice of Claim pursuant to Section 3(b) above, the Company will give prompt notice to each D&O liability insurer in accordance with the procedures set forth in each of the Company's D&O liability policies. The Company acknowledges that under each policy it may act on behalf of the Indemnitees to give and receive notice, pay or receive premiums, provide cancellation or renewal instructions and accept any revisions or amendments, among other things, as detailed in the respective insurance policies.



In the unlikely event the Company should decline indemnification to Indemnitee pursuant to Section 8 below, the Company will take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable in accordance with the terms of such policies.

(f) Selection of Counsel. If Indemnitee is not an officer of the Company, he, together with the other directors who are not officers of the Company (the "Outside Directors"), shall be entitled to employ, and, to the extent indemnifiable pursuant to Section 2, be reimbursed for the fees and disbursements of, counsel separate from that chosen by Indemnitees who are officers of the Company. The principal counsel for Outside Directors (the "Principal Counsel") shall be determined by majority vote of the Outside Directors, and the principal counsel for Indemnitees who are not Outside Directors (the "Separate Counsel") shall be determined by majority vote of such Indemnitees, in each case subject to the consent of the Company (not to be unreasonably withheld or delayed). The obligation of the Company to reimburse Indemnitee for the fees and disbursements of counsel hereunder shall not extend to the fees and disbursements of any counsel employed by Indemnitee other than the Principal Counsel or the Separate Counsel, as the case may be, unless Indemnitee has interests that are different from those of the other Indemnitees or defenses available to him that are in addition to or different from those of the other Indemnitees such that the Principal Counsel or the Separate Counsel, as the case may be, would have an actual or potential conflict of interest in representing Indemnitee. The Company will take all action that is necessary or desirable to cause the insurers to consent to the two sets of counsel referenced above.

**4. Non-exclusivity**

The indemnification provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Certificate, the Bylaws, any agreement, any vote of stockholders or disinterested directors, the DGCL, or otherwise. The indemnification provided under this Agreement shall continue as to Indemnitee for any action Indemnitee took or did not take while serving in an indemnified capacity even though Indemnitee may have ceased to serve in such capacity.

**5. No Duplication of Payments**

The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against any Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, the Certificate, the Bylaws or otherwise) of the amounts otherwise indemnifiable hereunder, except to the extent Indemnitee has paid Expenses or attorney's fees that are subject to reimbursement under any insurance policy.

**6. Partial Indemnification**

If any Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for any portion of Expenses incurred in connection with any Claim, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

**7. Mutual Acknowledgement**

The Company and Indemnitee acknowledge that in certain instances, Federal law or applicable public policy may prohibit the Company from indemnifying its directors, officers, employees, controlling persons, agents or fiduciaries under this Agreement or otherwise. Each Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Company's rights under public policy to indemnify Indemnitee.

#### **8. Exceptions**

Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Claims Initiated by Indemnitee. To indemnify or advance expenses to any Indemnitee with respect to Claims initiated or brought voluntarily by Indemnitee and not by way of defense, except (i) with respect to actions or proceedings to establish or enforce a right to indemnify under this Agreement or any other agreement or insurance policy or under the Certificate or the Bylaws now or hereafter in effect relating to Claims for Indemnifiable Events, (ii) in specific cases if the Company's Board of Directors has approved the initiation or bringing of such Claim, or (iii) as otherwise required under Section 145 of the DGCL, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance expense payment or insurance recovery, as the case may be; or

(b) Claims Under Section 16(b). To indemnify Indemnitee for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Exchange Act or any similar successor statute; or

(c) Claims Excluded Under Section 145 of the Delaware General Corporation Law. To indemnify Indemnitee if (i) Indemnitee did not act in good faith or in a manner reasonably believed by such Indemnitee to be in or not opposed to the best interests of the Company, or (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe Indemnitee's conduct was unlawful, or (iii) Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent the court in which such action was brought shall permit indemnification as provided in Section 145(b) of the DGCL.

#### **9. Period of Limitations**

No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against any Indemnitee, any Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five-year period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

#### **10. Construction of Certain Phrases**

(a) For purposes of this Agreement, references to the “**Company**” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, agents or fiduciaries, so that if Indemnitee is or was a director, officer, employee, agent, control person, or fiduciary of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, control person, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(b) For purposes of this Agreement, references to “**other enterprises**” shall include employee benefit plans; references to “**fin**es” shall include any excise taxes assessed on any Indemnitee with respect to an employee benefit plan; and references to “**serv**ing at the request of the Company” shall include any service as a director, officer, employee, agent or fiduciary of the Company that imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or its beneficiaries; and if any Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the interests of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner “not opposed to the best interests of the Company” as referred to in this Agreement.

(c) For purposes of this Agreement, “**Affiliate**” means (i) any entity in which the Company, directly or indirectly, owns 10% or more of the combined Voting Securities, (ii) any “parent corporation” of the Company (as defined in Section 424(e) of the Internal Revenue Code of 1986, as amended (the “**Code**”), (iii) any “subsidiary corporation” of any such parent corporation (as defined in Section 424(f) of the Code) of the Company and (iv) any trades or businesses, whether or not incorporated which are members of a controlled group or are under common control (as defined in Sections 414(b) or (c) of the Code) with the Company.

(d) For purposes of this Agreement a “**Change in Control**” shall be deemed to have occurred if (i) any “**person**” (as defined in Section 3(a)(9) of the Exchange Act), and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any of its subsidiaries, (B) any employee benefit plan of the Company or any of its subsidiaries, (C) any Affiliate, (D) a company owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company, or (E) an underwriter temporarily holding securities pursuant to an offering of such securities (a “**Person**”), becomes the “**beneficial owner**” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the shares of voting stock of the Company then outstanding; *provided, however*, that an initial public offering of common stock of the Company shall not constitute a Change of Control; (ii) the consummation of any merger, organization, business combination or consolidation of the Company or one of its subsidiaries with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the Voting Securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combination or consolidation more than 50% of the combined

voting power of the voting securities of the Company or the surviving company or the parent of such surviving company; (iii) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquiror, of such assets, or the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company; or (iv) individuals who, as of the date of this Agreement, constitute the board of directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the board of directors of the Company; *provided, however*, that any individual becoming a director subsequent to the date of this Agreement whose election by the board of directors of the Company, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an election contest with respect to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person other than the board of directors of the Company.

(e) For purposes of this Agreement, a "**Reviewing Party**" shall mean, if and when appointed by the Board of Directors, any appropriate person or body consisting of a member or members of the Company's Board of Directors or any other person or body appointed by the Board of Directors who is not a party to the particular Claim for which Indemnitee is seeking indemnification, or Independent Legal Counsel.

(f) For purposes of this Agreement, "**Voting Securities**" shall mean any securities of the Company that vote generally in the election of directors.

(g) For purposes of this Agreement, "**Asset Protection Costs**" shall mean reasonable and necessary Expenses paid or incurred by the Indemnitee to:

- i) oppose any effort by an Enforcement Body to seize or otherwise enjoin the Indemnitee's personal assets or real property; or
- ii) obtain the discharge or revocation of a court order entered against Indemnitee which in any way impairs the use of such Indemnitee's personal assets or real property.

(h) For purposes of this Agreement, "**Enforcement Body**" means:

- i) any federal, state, local or foreign law enforcement authority or other governmental investigative authority (including, but not limited to the United States Department of Justice, the United States Securities and Exchange Commission, and any Attorney General); or
- ii) the enforcement unit of any securities or commodities exchange or other self-regulatory organization.

(i) For purposes of this Agreement, “**Personal Reputation Expenses**” shall mean reasonable and necessary Expenses paid or incurred by or on behalf of an Indemnitee to counteract any negative statement about the Indemnitee made by an authorized representative of an Enforcement Body included in a press release or published by any print or electronic media outlet.

(j) For purposes of this Agreement, “**Liberty Protection Costs**” means reasonable and necessary Expenses paid or incurred by an Indemnitee to lawfully seek his or her release from any arrest or confinement to:

- i) a specific residence; or
- ii) a secure custodial premises operated by or on behalf of a law enforcement authority; or
- iii) payment of premiums or bonds or other financial instruments required by a court to guarantee the Indemnitee’s contingent obligation to pay a specified amount, but only if the payment(s) are incurred or imposed outside the United States.

(k) For purposes of this Agreement, “**Pre-Claim Inquiry Costs**” shall mean reasonable and necessary expenses paid or incurred by an Indemnitee to respond to a verifiable request for an Indemnitee to

- i) appear at a meeting or interview; or
- ii) produce documents,

if such request comes from

- i) an Enforcement Body; or
- ii) the Company.

A Pre-Claim Inquiry also means the arrest or confinement of an Indemnitee to:

- i) a specific residence; or
- ii) a secure custodial premises operated by or on behalf of a law enforcement authority.

(l) For purposes of this Agreement, “**Selling Shareholder**” shall mean an Indemnitee who sells a security as described in Section 12(a)(2) of the Securities Act of 1993 or any similar securities law or regulation of any state or any common law.

#### **11. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

---

**12. Binding Effect; Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect with respect to Claims relating to Indemnifiable Events regardless of whether any Indemnitee continues to serve as a director, officer, employee, agent, controlling person, or fiduciary of the Company or of any other enterprise, including subsidiaries of the Company, at the Company's request.

**13. Attorneys' Fees**

In the event that any action is instituted by an Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, any Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee with respect to such action (including, without limitation, attorney's fees), regardless of whether Indemnitee is ultimately successful in such action, and shall be entitled to the advancement of Expenses with respect to such action, unless, as a part of such action, a court of competent jurisdiction over such action determines that the material assertions made by Indemnitee as a basis for such action were not made in good faith or were frivolous, *provided, however*, that until such determination is made, Indemnitee shall be entitled to receive payment of Expense Advances hereunder with respect to such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee in defense of such action (including costs and expenses incurred with respect to Indemnitee counterclaims and cross-claims made in such action), and shall be entitled to the advancement of Expenses with respect to such action, unless, as a part of such action, a court having jurisdiction over such action determines that each of the Indemnitee's material defenses to such action was made in bad faith or were frivolous.

**14. Notice**

All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given (a) five calendar days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid, or (d) one day after the business day of delivery by facsimile transmission, if deliverable by facsimile transmission, with copy by first class mail, postage prepaid, and shall be addressed if to Indemnitee, at Indemnitee's address as set forth beneath Indemnitee's signature to this Agreement and if to the Company at the address of its principal corporate offices (attention: Chief Executive Officer) or at such other address as such party may designate by ten calendar days' advance written notice to the other party hereto.

---

**15. Consent to Jurisdiction**

The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the Court of Chancery of the State of Delaware in and for New Castle County, which shall be the exclusive and only proper forum for adjudicating such a claim.

**16. Severability**

The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

**17. Choice of Law**

This Agreement shall be governed by and its provisions construed and enforced in accordance with the laws of the State of Delaware, as applied to contracts between Delaware residents, entered into and to be performed entirely within the State of Delaware, without regard to the conflict of laws principles thereof.

**18. Subrogation**

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

**19. Amendment and Termination**

No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

**20. Integration and Entire Agreement**

---

This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto.

**21. No Construction as Employment Agreement**

Nothing contained in this Agreement shall be construed as giving the Indemnitee any right to be retained in the employ of the Company or any of its subsidiaries.

**22. Corporate Authority**

The Board of Directors of the Company has approved the terms of this Agreement.

*[Signature page follows.]*



---

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

**COMPANY:**

**CHENIERE ENERGY, INC.**

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

**INDEMNITEE:**

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

**CHENIERE ENERGY, INC.**  
**2020 INCENTIVE PLAN**  
**RESTRICTED STOCK GRANT**

**1. Grant of Restricted Shares.** Cheniere Energy, Inc., a Delaware corporation (the “Company”), hereby grants to ( “Participant”) all rights, title and interest in the record and beneficial ownership of ( ) shares (the “Restricted Shares”) of common stock, \$0.003 par value per share, of the Company (“Common Stock”), under the Company’s 2020 Incentive Plan (as amended or restated from time to time, the “Plan”), subject to the conditions described in this grant of Restricted Stock (the “Grant”) and the Plan. The Restricted Shares are granted, effective as of the day of , 20 (the “Grant Date”). Unless otherwise defined in this Grant, capitalized terms used herein shall have the meanings assigned to them in the Plan.

**2. Effect of the Plan** The Restricted Shares granted to Participant are subject to all of the provisions of the Plan and this Grant, together with all of the rules and determinations from time to time issued by the Committees and by the Board pursuant to the Plan; provided, however, that in the event of a conflict between any provision of the Plan and this Grant document, the provisions of this Grant document shall control but only to the extent such conflict is permitted under the Plan. The Company hereby reserves the right to amend, modify, restate, supplement or terminate the Plan without the consent of Participant, so long as such amendment, modification, restatement or supplement shall not materially reduce the rights and benefits available to Participant hereunder, and this Grant shall be subject, without further action by the Company or Participant, to such amendment, modification, restatement or supplement unless provided otherwise therein.

**3. Issuance and Transferability.** The Restricted Shares may be evidenced in such manner as the Company shall deem appropriate, including, without limitation, book-entry registration with the Company’s transfer agent or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of the Restricted Shares, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares and shall be held by the Company or by an escrow agent designated by the Company until the forfeiture restrictions described in Section 4 expire and

---

all required withholding obligations as described in Section 11 of this Grant and the provisions of the Plan have been satisfied. Except as otherwise provided in Section 6, the Participant shall have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote and the right to receive dividends or other distributions paid or made with respect to such shares. The Restricted Shares are not transferable except by will or the laws of descent and distribution or as otherwise permitted under Section 16(g) of the Plan. References to Participant, to the extent relevant in the context, shall include references to authorized transferees. Any transfer in violation of this Section 3 shall be void and of no force or effect, and shall result in the immediate forfeiture of all unvested Restricted Shares. No right or benefit hereunder shall in any manner be subject to any debts, contracts, liabilities, or torts of Participant or otherwise made subject to execution, attachment or similar process except as provided in Section 16(g) of the Plan.

**4. Risk of Forfeiture.** Except as otherwise provided herein, Participant shall, without further action of any kind by the Company or Participant, immediately forfeit all rights to any non-vested portion of the Restricted Shares in the event Participant ceases to serve as a Director of the Company (whether due to resignation, removal, not being re-elected by the stockholders or not standing for re-election or otherwise). Restricted Shares that are forfeited shall be deemed to be immediately transferred to the Company without any payment by the Company or action by Participant, and the Company shall have the full and absolute right to cancel any evidence of Participant's ownership of such forfeited Restricted Shares and to take any other action necessary to demonstrate the Participant no longer owns such forfeited Restricted Shares. Following any such forfeiture, Participant shall have no further rights with respect to the forfeited Restricted Shares. Participant, by his or her acceptance of this Grant, irrevocably grants to the Company a power of attorney to transfer Restricted Shares that are forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

**5. Vesting.** The Restricted Shares shall vest and the forfeiture restrictions shall lapse as set forth on Exhibit A, provided that Participant remains continuously engaged as a Director of the Company. If Participant no longer serves as a Director of the Company, any Restricted Shares not then vested shall not vest (except as otherwise provided herein) and shall be forfeited back to the Company; provided, however, that any such Restricted Shares not then vested shall vest (i) in the

---

event that on or within one (1) year after the effective date of a Change of Control, Participant ceases to serve as a Director of the Company (whether due to resignation, removal, not being re-elected by the stockholders or not standing for re-election or otherwise) other than due to removal for Cause, (ii) upon the death or Disability of Participant, or (iii) if Participant retires as a Director of the Company as a result of the mandatory director retirement policy adopted by the Board, as in effect from time to time.

**6. Ownership Rights.** Subject to the restrictions set forth in this Grant and the Plan, Participant is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares. Notwithstanding the foregoing, (a) any cash dividends with respect to unvested Restricted Shares shall be payable upon and subject to the vesting of the underlying Restricted Shares (and Participant shall forfeit and not be paid any such dividends in respect of Restricted Shares which are forfeited back to the Company); (b) the Committee may direct that from the time of payment of any dividend to the Company's shareholders generally until payment that dividends be (i) held in cash, with or without interest accrual, or (ii) converted into restricted stock units; (c) the dividends may be paid in the form of cash or shares of Common Stock as determined by the Committee; and (d) the dividends are intended to be exempt from Section 409A of the Internal Revenue Code and this Grant shall be interpreted accordingly.

**7. Reorganization of the Company.** Subject to Section 15 of the Plan, the existence of this Grant shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Shares or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

**8. Recapitalization Events.** In the event of stock dividends, spin-offs of assets or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, mergers, consolidations, reorganizations, liquidations, issuances of rights or warrants and similar transactions or

---

events involving the Company as contemplated by the Plan (“Recapitalization Events”), adjustments shall be made with respect to the Restricted Shares to the extent provided for in the Plan and then for all purposes references herein to Common Stock or to Restricted Shares shall mean and include all securities or other property (other than cash) that holders of Common Stock of the Company are entitled to receive in respect of Common Stock by reason of each successive Recapitalization Event, which securities or other property (other than cash) shall be treated in the same manner and shall be subject to the same restrictions as the underlying Restricted Shares.

**9. Certain Restrictions.** By accepting this Grant, Participant acknowledges that he or she has received a copy of the Plan and agrees that Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan.

**10. Amendment and Termination; Waiver.** This Grant, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. Except as provided otherwise in Section 2, no amendment or termination of this Grant shall be made by the Company at any time without the written consent of Participant. Any provision for the benefit of the Company contained in this Grant may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

**11. Withholding of Taxes.** All payments under the terms of the Grant shall be subject to, and reduced by any amount of federal, state and local income, employment and other taxes, if any, required to be withheld by the Company in connection with such payments. Participant agrees that, if he or she makes a timely election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with regard to the Restricted Shares, Participant will so notify the Company in writing at the time Participant makes such election and provide a copy thereof to the Company, so as to enable the Company to timely comply with any applicable governmental reporting requirements and any required withholding obligations. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any required federal, state or local tax withholding obligations.

**12. No Guarantee of Tax Consequences.** The Grant is intended to be exempt from or to comply with the requirements of Section 409A of the Code and the Grant shall be interpreted accordingly. The Company makes no commitment or guarantee to Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Grant.

**13. Severability; Interpretive Matters.** In the event that any provision of this Grant shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable and shall not affect the remaining provisions of this Grant, and the Grant shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural, and vice versa. The captions and headings used in the Grant are inserted for convenience and shall not be deemed a part of the Grant granted hereunder for construction or interpretation.

**14. Crediting Par Value.** In connection with the issuance of the Restricted Shares pursuant to this Grant and as a result of the expectations of the Company and Participant of Participant's performance of future services for the Company or an Affiliate, the Company will transfer from surplus to stated capital the aggregate par value of the Restricted Shares.

**15. Governing Law.** The Grant shall be construed in accordance with and governed by the laws of the State of Delaware to the extent that federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

**16. No Right To Continued Services.** Nothing in this Grant shall confer upon the Participant any right to continued service with the Company (or its Affiliates or their respective successors) or to interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's service at any time.

**17. Counterparts.** This Grant may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the Company has executed the Grant as of the date first above written.

**CHENIERE ENERGY, INC.**

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

Accepted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**PARTICIPANT:**

By: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHENIERE ENERGY, INC.  
2020 INCENTIVE PLAN

PERFORMANCE STOCK UNIT AWARD AGREEMENT

1. **Award.** Cheniere Energy, Inc., a Delaware corporation (the “Company”), has awarded the undersigned Participant (for purposes of this Agreement, the “Participant”) performance stock units (this “Award”) effective as of the date set forth on the signature page hereto (the “Grant Date”) pursuant to the Company’s 2020 Incentive Plan (as amended or restated from time to time, the “Plan”). Unless otherwise defined in this Performance Stock Unit Award Agreement (this “Agreement”), capitalized terms used herein shall have the meanings assigned to them in the Plan.
2. **Performance Stock Units.** The Company hereby awards the Participant the target number of performance stock units (“PSUs”) set forth in Schedule A (the “Target PSUs”). Each PSU constitutes an unfunded and unsecured promise by the Company to deliver (or cause to be delivered) one share of common stock, \$0.003 par value per share, of the Company (a “Share”). The actual number of PSUs that will be earned is subject to the Committee’s certification of the level of achievement of the performance conditions set forth in Schedule A (the “Performance Metrics”) at the end of the applicable performance period (such earned PSUs, the “Earned PSUs”). The number of Shares covered by the Earned PSUs may range from 0% to 300% of the Target PSUs; *provided* that the number of Shares will be rounded down to the nearest whole Share. The Earned PSUs will be subject to vesting in accordance with Paragraph 3 below, and any PSUs that do not become Earned PSUs at the end of the performance period will be automatically forfeited without consideration.
3. **Vesting.** Subject to the Participant’s continued employment and Paragraphs 4 and 5, the Earned PSUs, if any, shall vest on the date on which the Committee certifies achievement of the Performance Metrics (the “Certification Date”). The Certification Date will be within 75 days following the end of the performance period set forth in Schedule A.
4. **Termination of Employment or Services**
  - (A) Upon the termination of the Participant’s employment with the Company or an Affiliate prior to vesting (1) by the Company or an Affiliate due to the Disability of the Participant while performing Continuous Service or (2) due to the death of the Participant while performing Continuous Service, the Target PSUs shall be deemed to be the Earned PSUs and shall vest in full immediately subject, in the case of a termination due to Disability, to the Participant’s execution and delivery to the Company (and non-revocation of) a release of claims that becomes fully effective and irrevocable within fifty-five (55) days following the date of termination. If a release is not timely executed and delivered by the Participant to the Company, or if such release is timely executed and delivered but is subsequently revoked by the Participant, then the Participant will automatically forfeit the PSUs covered by this Award effective as of the date of termination of employment.
  - (B) Except as otherwise provided in (A) the Plan, this Agreement or other agreement between the Company and the Participant, (B) any severance plan under which the Participant is eligible for benefits (“Severance Plan”) or (C) the Company’s Retirement Policy, the Participant



---

will automatically forfeit the PSUs covered by this Award on the termination, resignation, or removal of the Participant from employment with or services to the Company and its Affiliates for any reason prior to the date on which the PSUs vest. In the event of any conflict among such arrangements, this Award will be treated in accordance with such arrangement that provides the Participant the most favorable treatment. In the event that the Participant is eligible for benefits under a Severance Plan that is terminated prior to the date on which the Participant's employment terminates and no successor plan governs the treatment of this Award on a termination of employment, then this Award will be treated in accordance with the terms, conditions, and covenants set forth in the Severance Plan and exhibits thereto as it existed immediately prior to its termination.

5. **Change in Control.** In the event of a Change in Control of the Company, this Award will be treated in accordance with the Plan, Severance Plan or other agreement between the Company and the Participant, if applicable, and in the event of any conflict among such arrangements, this Award will be treated in accordance with such arrangement that provides the Participant the most favorable treatment.

6. **Settlement; Dividend Equivalents; Withholding of Taxes**

(A) Subject to the Severance Plan or Retirement Policy, if applicable, and Paragraph 6(B), one Share will be delivered in respect of each vested Earned PSU on or as soon as reasonably practicable, but in no event later than the sixtieth (60<sup>th</sup>) day, following the date on which the Earned PSUs vest as determined in accordance with Paragraph 3, 4 or 5; *provided, however*, that if vesting is contingent on the effectiveness of a release of claims, and the release period begins in one taxable year and ends in a subsequent taxable year, then the Shares will be delivered in such subsequent taxable year. All ordinary cash dividends that would have been paid upon any Shares delivered in respect of the vested Earned PSUs had such Shares been issued as of the Grant Date (as determined by the Committee) will be paid to the Participant (without interest) on the date on which the Earned PSUs are settled in accordance with this Paragraph 6(A) to the extent that the Earned PSUs vest.

(B) The Company's obligation to deliver Shares under this Award is subject to the payment of all federal, state and local income, employment and other taxes required to be withheld or paid by the Company in connection with this Award. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any withholding obligations, *provided, however*, that except as otherwise agreed in writing by the Participant and the Company, if the Participant is an Executive Officer or an individual subject to Rule 16b-3, such tax withholding obligations will be effectuated by the Company withholding a number of Shares that would otherwise be issued and delivered in respect of the Earned PSUs with a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code).

7. **Participant Covenants.**

(A) **Non-Competition.** In exchange for the promises set forth herein, including the consideration set forth in Paragraph 1, and in order to protect the Company's goodwill and other legitimate business needs, during the Participant's employment with the Company and/or its Affiliates and for one year following the Participant's termination of employment for any reason, the Participant will not, directly or indirectly, alone or jointly, with

any person or entity, participate in, engage in, consult with, advise, be employed by, own (wholly or partially), possess an interest in, solicit the business of the vendors, suppliers or customers of the Company for, or in any other manner be involved with, any business or person that is engaged in business activities anywhere in the Territory that are competitive with the Business, *provided, however*, if the Participant voluntarily resigns without Good Reason (as defined in the Severance Plan), and not due to a Qualifying Retirement (as defined in the Retirement Policy), within three years following the Grant Date, this Paragraph 7(A) will only apply in the event the Company elects to make the payments set forth in Paragraph 7(E) subject to the requirements of that Paragraph 7(E). Notwithstanding the foregoing, the Participant shall not be prohibited from passively owning less than 1% of the securities of any publicly-traded corporation. For purposes of this Paragraph 7(A), "Territory" means anywhere in which the Company engages in Business and "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. Notwithstanding the foregoing, the Participant shall not be prohibited from being employed by, or consulting for, an entity that has a division immaterial to the business of such entity in the aggregate, which division may compete with, or could assist another in competing with, the Company in the Business in the Territory (a "Competitive Division"), so long as the Participant is not employed in, and does not perform work for or otherwise provide services to, the Competitive Division.

(B) **Non-Solicitation.** In exchange for the promises set forth herein, including the consideration set forth in Paragraph 1, and in order to protect the Company's goodwill and other legitimate business needs, during the Participant's employment with the Company and/or its Affiliates and for one year following the Participant's termination of employment for any reason, the Participant will not, directly or indirectly, do any of the following or assist any other person, firm, or entity to do any of the following: (a) solicit on behalf of the Participant or another person or entity, the employment or services of, or hire or retain, any person who is employed by or is a substantially full-time consultant or independent contractor to the Company or any of its subsidiaries or affiliates, or was within six (6) months prior to the action; (b) induce or attempt to induce any employee of the Company or its affiliates to terminate that employee's employment with the Company or such subsidiary or affiliate; (c) induce or attempt to induce any consultant or independent contractor doing business with or retained by the Company or its subsidiaries or affiliates to terminate their consultancy or contractual relationship with the Company or such subsidiary or affiliate or otherwise reduce the services they provide to the Company or such subsidiary or affiliate or (d) interfere with the relationship of the Company or any of its subsidiaries or affiliates with any vendor or supplier.

(C) **Confidentiality.** During employment and thereafter, the Participant shall maintain the confidentiality of the following information: proprietary technical and business information relating to any Company plans, analyses or strategies concerning international or domestic acquisitions, possible acquisitions or new ventures; development plans or introduction plans for products or services; unannounced products or services; operation costs; pricing of products or services; research and development; personnel information; manufacturing processes; installation, service, and distribution procedures and processes; customer lists; any know-how relating to the design, manufacture, and marketing of any of the Company's services and products, including components and parts thereof; non-public information acquired by the Company concerning the requirements and specifications of any of the Company's agents,

vendors, contractors, customers and potential customers; non-public financial information, business and marketing plans, pricing and price lists; non-public matters relating to employee benefit plans; quotations or proposals given to agents or customers or received from suppliers; documents relating to any of the Company's legal rights and obligations; the work product of any attorney employed by or retained by the Company; and any other information which is sufficiently confidential, proprietary, and secret to derive economic value from not being generally known including with respect to intellectual property inventions and work product. The Participant shall maintain in the strictest confidence and will not, directly or indirectly, intentionally or inadvertently, use, publish, or otherwise disclose to any person or entity whatsoever, any of the information of or belonging to the Company or to any agent, joint venture, contractor, customer, vendor, or supplier of the Company regardless of its form, without the prior written explicit consent of the Company. The Participant acknowledges that the foregoing information is not generally known, is highly confidential and constitutes trade secrets or confidential information of the Company. The Participant shall take reasonable precautions to protect the inadvertent disclosure of information. The foregoing shall not apply to information that the Participant is required to disclose by applicable law, regulation, or legal process (provided that the Participant provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding the foregoing, nothing in this Agreement prohibits the Participant from reporting possible violations of federal law or regulation to any government agency or entity or making other disclosures that are protected under whistleblower provisions of law. The Participant does not need prior authorization to make such reports or disclosures and is not required to notify the Company that the Participant has made any such report or disclosure.

(D) **Non-Disparagement.** During employment and thereafter, the Participant shall not make or publish any disparaging statements (whether written, electronic or oral) regarding, or otherwise malign the business reputation of, the Company, its affiliates or any of their respective officers, directors, managers, employees or partners.

(E) **Voluntary Resignation.** If (a) the Participant voluntarily resigns without Good Reason (and not due to a Qualifying Retirement) within three years following the Grant Date and (b) the Company elects to enforce the covenants in Paragraph 7(A), then the Company agrees, as further consideration for such covenants, to continue to pay the Participant his or her base salary (at the rate in effect at the time of the Participant's voluntary resignation) in accordance with the Company's regular payroll dates for one year following the date of voluntary resignation. The payment of the Participant's base salary in accordance with this Paragraph 7(E) will begin on the first payroll after the 60<sup>th</sup> day following the Participant's voluntary resignation (with the first payment including the aggregate amount that would have been paid in the first sixty (60) days) subject to the Participant's execution and delivery to the Company (and non-revocation) of a Release Agreement that becomes fully effective and irrevocable within fifty-five (55) days following the date of voluntary resignation. If a Release Agreement is not timely executed and delivered to the Company by the Participant, or if such Release Agreement is timely executed and delivered but is subsequently revoked by the Participant, then the Participant will not be entitled to the base salary continuation set forth in this Paragraph 7(E). The Participant agrees to promptly notify the Company of the date on which the Participant begins employment with a new employer in compliance with this Paragraph 7 (the "Commencement Date") within 12 months following the Participant's voluntary resignation. The Company will not have any obligation to pay the Participant's base salary in accordance with this Paragraph 7(E) after the Commencement Date.

(F) **Participant Acknowledgements.**

(i) The Participant agrees that the restrictions in this Paragraph 7 are reasonable in light of the scope of the Company's business operations, the Participant's position within the Company, the interests which the Company seeks to protect, and the consideration provided to the Participant. The Participant agrees that these restrictions go only so far as to protect the Company's business and business interests, and that those interests are worth protecting for the continued success, viability, and goodwill of the Company.

(ii) The Participant expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Paragraph 7 may result in substantial, continuing, and irreparable injury to the Company and its subsidiaries and affiliates for which monetary damages alone would not be a sufficient remedy. Therefore, the Participant hereby agrees that, in addition to any other remedy that may be available to the Company (including pursuant to Paragraph 9), in the event of any breach or threatened breach of any of the terms and/or conditions set forth in this Paragraph 7, the Company shall be entitled to injunctive relief, specific performance or other equitable relief by a court of appropriate jurisdiction, without the requirement of posting bond or the necessity of proving irreparable harm or injury as a result of such breach or threatened breach. Without limitation on the Company's rights under the foregoing sentence or under Paragraph 9, (a) in the event of any actual breach of any of the terms and/or conditions set forth in Paragraph 7(A) or 7(B) during the term of such covenants, or (b) in the event of any actual breach of any of the terms and/or conditions set forth in Paragraphs 7(C) or (D) of this Agreement prior to the first anniversary of the date on which the Participant's employment terminates for any reason: (i) if the Award is unvested, then the Award will immediately be forfeited for no consideration; (ii) the Company will cease to be obligated to furnish the Participant any further payments or deliveries pursuant to this Agreement; and (iii) the Participant shall promptly repay to the Company an amount equal to the gain realized in respect of this Award within the three preceding years (which gain shall be deemed to be an amount equal to the Fair Market Value, on the date on which the Award is settled, of the Shares delivered to the Participant under this Award within such three-year period); *provided* that the foregoing repayment obligations, and the cessation of further payments and benefits, shall be without prejudice to the Company's other rights.

(iii) Notwithstanding any other provision to the contrary, the Participant acknowledges and agrees that the restrictions set forth in this Paragraph 7, as applicable, shall be tolled during any period of violation of any of the covenants therein and during any other period required for litigation during which the Company seeks to enforce such covenants against the Participant.

8. **Cooperation.** Following the termination of the Participant's employment with the Company for any reason, the Participant agrees (i) to reasonably cooperate with the Company and its directors, officers, attorneys and experts, and take all actions the Company may reasonably request, including but not limited to cooperation with respect to any investigation, government inquiry, administrative proceeding or litigation relating to any matter in which the Participant was involved or had knowledge during the Participant's employment with the

Company and (ii) that, if called upon by the Company, the Participant will provide assistance with respect to business, personnel or other matters which arose during the Participant's employment with the Company or as to which the Participant has relevant information, knowledge or expertise, with such cooperation including, but not limited to, completing job tasks in progress, transitioning job tasks to other Company personnel, responding to questions and being available for such purposes. Any cooperation requests shall take into account the Participant's personal and business commitments, and the Participant shall be reasonably compensated for the Participant's time (if appropriate for the matter) and further reimbursed for any documented expenses (including reasonable attorney's fees) incurred in connection with such cooperation within thirty (30) days of the Participant providing an invoice to the Company.

**9. Forfeiture/Clawback.**

(A) The delivery of Shares under this Award is subject to any policy (whether in existence as of the Grant Date or later adopted) established by the Company or required by applicable law providing for clawback or recovery of amounts that were paid to the Participant. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

(B) In addition to Paragraph 9(A) and notwithstanding anything to the contrary in this Agreement, if the Board or Committee determines that (i) any material misstatement of financial results has occurred as a result of the Participant's conduct or (ii) the Participant has, without the consent of the Company, violated a non-competition, non-solicitation or non-disclosure covenant (including the covenants in Paragraph 7) between the Participant and the Company or any Affiliate, then the Board or Committee may in its sole discretion (a) determine that all or any portion of any unvested PSUs shall be forfeited for no consideration and/or (b) require the Participant to promptly repay to the Company any gain realized in respect of this Award within the three years preceding the date on which the Board or Committee determines that any of the events described in prongs (i) and (ii) above has occurred (which gain shall be deemed to be an amount equal to the aggregate Fair Market Value, on the date on which the Award is settled, of the Shares delivered to the Participant under this Award within such three-year period). Unless otherwise required by law, the provisions of this Paragraph 9(B) shall apply during the Participant's employment with the Company and/or its Affiliates and for one year following the Participant's termination of employment for any reason. The foregoing forfeiture and repayment obligations shall be without prejudice to any other rights that the Company may have.

**10. Effect of the Plan.** This Award is subject to all of the provisions of the Plan and this Agreement, together with all of the rules and determinations from time to time issued by the Committee and/or the Board pursuant to the Plan, including the restrictions in the Plan on the transferability of awards. In the event of a conflict between any provision of the Plan and this Agreement, the provisions of this Agreement shall control but only to the extent such conflict is permitted under the Plan. By accepting this Award, the Participant acknowledges that he or she has received a copy of the Plan and agrees that the Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan, the Severance Plan or the Cheniere Retirement Plan, as applicable.

11. **Amendment and Termination; Waiver.** This Agreement, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. This Agreement may not be amended or terminated by the Company in a manner that would be materially adverse to the Participant without the written consent of the Participant, *provided* that the Company may amend this Agreement unilaterally (a) as provided in the Plan or (b) if the Company determines that an amendment is necessary to comply with applicable law (including the requirements of the Code). Any provision for the benefit of the Company contained in this Agreement may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

12. **Unsecured Obligation.** The Company's obligation under this Agreement shall be an unfunded and unsecured promise. The Participant's right to receive the payments and benefits contemplated hereby from the Company under this Agreement shall be no greater than the right of any unsecured general creditor of the Company, and the Participant shall not have nor acquire any legal or equitable right, interest or claim in or to any property or assets of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and the Company or any other person.

13. **No Right To Continued Employment** Neither this Award nor anything in this Agreement shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or shall interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

14. **Tax Matters; No Guarantee of Tax Consequences.** This Agreement is intended to be exempt from, or to comply with, the requirements of Section 409A of the Code and this Agreement shall be interpreted accordingly; provided that in no event whatsoever shall the Company or any of its Affiliates be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Each payment under this Agreement will be treated as a separate payment for purposes of Section 409A of the Code. The Company makes no commitment or guarantee to the Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Agreement.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware to the extent federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

16. **Severability; Interpretive Matters.** In the event that any provision of this Agreement shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall

---

include the plural and vice versa. The terms “includes” or “including” in this Agreement shall be construed as “including without limitation”, so that terms following “includes” or “including” are not exhaustive. The captions and headings used in this Agreement are inserted for convenience and shall not be deemed a part of this Agreement granted hereunder for construction or interpretation.

17. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

*[Remainder of Page Blank – Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Grant Date indicated below.

**COMPANY:**

**CHENIERE ENERGY, INC.**

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

I hereby accept the Award subject to all of the terms and provisions hereof. I acknowledge and agree that the Award shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in this Agreement (not through the act of issuing the Award).

**PARTICIPANT:**

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

Grant Date:

*[Signature Page – Performance Stock Unit Award under 2020 Incentive Plan]*



- **Target PSUs:**
- **Performance Period:**
- **Performance Metrics:**

**CHENIERE ENERGY, INC.  
2020 INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

1. **Award.** Cheniere Energy, Inc., a Delaware corporation (the "Company"), has awarded the undersigned Participant (for purposes of this Agreement, the "Participant") restricted stock units (this "Award") effective as of the date set forth on the signature page hereto (the "Grant Date") pursuant to the Company's 2020 Incentive Plan (as amended or restated from time to time, the "Plan"). Unless otherwise defined in this Restricted Stock Unit Award Agreement (this "Agreement"), capitalized terms used herein shall have the meanings assigned to them in the Plan.

2. **Restricted Stock Units.** The Company hereby awards the Participant the number of restricted stock units set forth in Schedule A (the "RSUs"). Each RSU constitutes an unfunded and unsecured promise by the Company to deliver (or cause to be delivered) one share of common stock, \$0.003 par value per share, of the Company (a "Share"). The RSUs will be subject to vesting in accordance with Paragraph 3 below.

3. **Vesting.** Subject to the Participant's continued employment and Paragraphs 4 and 5, the RSUs shall vest on the date or dates set forth in Schedule A (each, a "Vesting Date").

**4. Termination of Employment or Services**

(A) Upon the termination of the Participant's employment with the Company or an Affiliate (1) by the Company or an Affiliate due to the Disability of the Participant while performing Continuous Service or (2) due to the death of the Participant while performing Continuous Service, unvested RSUs shall vest in full immediately subject, in the case of a termination due to Disability, to the Participant's execution and delivery to the Company (and non-revocation of) a release of claims that becomes fully effective and irrevocable within fifty-five (55) days following the date of termination. If a release is not timely executed and delivered by the Participant to the Company, or if such release is timely executed and delivered but is subsequently revoked by the Participant, then the Participant will automatically forfeit the unvested RSUs covered by this Award effective as of the date of termination of employment.

(B) Except as otherwise provided in (A) the Plan, this Agreement or other agreement between the Company and the Participant, (B) any severance plan under which the Participant is eligible for benefits ("Severance Plan") or (C) the Company's Retirement Policy if applicable to the Participant, the Participant will automatically forfeit any unvested RSUs covered by this Award on the termination, resignation, or removal of the Participant from employment with or services to the Company and its Affiliates for any reason. In the event of any conflict among such arrangements, this Award will be treated in accordance with such arrangement that provides the Participant the most favorable treatment. In the event that the Participant is eligible for benefits under a Severance Plan that is terminated prior to the date on which the Participant's employment terminates and no successor plan governs the treatment of the unvested RSUs on a termination of employment, then the unvested RSUs will be treated in accordance with the terms, conditions, and covenants set forth in the Severance Plan and exhibits thereto as it existed immediately prior to its termination.

5. **Change in Control.** In the event of a Change in Control of the Company, this Award will be treated in accordance with the Plan, Severance Plan or other agreement between the Company and the Participant, if applicable, and in the event of any conflict among such arrangements, this Award will be treated in accordance with such arrangement that provides the Participant the most favorable treatment.

6. **Settlement; Dividend Equivalents; Withholding of Taxes**

(A) Subject to the Severance Plan or Retirement Policy, if applicable, and Paragraph 6(B), one Share will be delivered in respect of each vested RSU on or as soon as reasonably practicable, but in no event later than the sixtieth (60<sup>th</sup>) day, following the date on which the RSUs vest as determined in accordance with Paragraph 3, 4 or 5; *provided, however*, that if vesting is contingent on the effectiveness of a release of claims, and the release period begins in one taxable year and ends in a subsequent taxable year, then the Shares will be delivered in such subsequent taxable year. All ordinary cash dividends that would have been paid upon any Shares delivered in respect of the vested RSUs had such Shares been issued as of the Grant Date (as determined by the Committee) will be paid to the Participant (without interest) on the date on which the RSUs are settled in accordance with this Paragraph 6(A) to the extent that the RSUs vest.

(B) The Company's obligation to deliver Shares under this Award is subject to the payment of all federal, state and local income, employment and other taxes required to be withheld or paid by the Company in connection with this Award. The Company shall have the right to take any action as may be necessary or appropriate to satisfy any withholding obligations, *provided, however*, that except as otherwise agreed in writing by the Participant and the Company, if the Participant is an Executive Officer or an individual subject to Rule 16b-3, such tax withholding obligations will be effectuated by the Company withholding a number of Shares that would otherwise be issued and delivered in respect of the RSUs with a Fair Market Value equal to the amount of such tax withholding obligations (at the minimum withholding tax rate required by the Code).

7. **Participant Covenants.**

(A) **Non-Competition.** In exchange for the promises set forth herein, including the consideration set forth in Paragraph 1, and in order to protect the Company's goodwill and other legitimate business needs, during the Participant's employment with the Company and/or its Affiliates and for one year following the Participant's termination of employment for any reason, the Participant will not, directly or indirectly, alone or jointly, with any person or entity, participate in, engage in, consult with, advise, be employed by, own (wholly or partially), possess an interest in, solicit the business of the vendors, suppliers or customers of the Company for, or in any other manner be involved with, any business or person that is engaged in business activities anywhere in the Territory that are competitive with the Business, *provided, however*, if the Participant voluntarily resigns without Good Reason (as defined in the Severance Plan), and not due to a Qualifying Retirement (as defined in the Retirement Policy), within three years following the Grant Date, this Paragraph 7(A) will only apply in the event the Company elects to make the payments set forth in Paragraph 7(E) subject to the requirements of that Paragraph 7(E). Notwithstanding the foregoing, the Participant shall not be prohibited from passively owning less than 1% of the securities of any publicly-traded

corporation. For purposes of this Paragraph 7(A), "Territory" means anywhere in which the Company engages in Business and "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. Notwithstanding the foregoing, the Participant shall not be prohibited from being employed by, or consulting for, an entity that has a division immaterial to the business of such entity in the aggregate, which division may compete with, or could assist another in competing with, the Company in the Business in the Territory (a "Competitive Division"), so long as the Participant is not employed in, and does not perform work for or otherwise provide services to, the Competitive Division.

(B) **Non-Solicitation.** In exchange for the promises set forth herein, including the consideration set forth in Paragraph 1, and in order to protect the Company's goodwill and other legitimate business needs, during the Participant's employment with the Company and/or its Affiliates and for one year following the Participant's termination of employment for any reason, the Participant will not, directly or indirectly, do any of the following or assist any other person, firm, or entity to do any of the following: (a) solicit on behalf of the Participant or another person or entity, the employment or services of, or hire or retain, any person who is employed by or is a substantially full-time consultant or independent contractor to the Company or any of its subsidiaries or affiliates, or was within six (6) months prior to the action; (b) induce or attempt to induce any employee of the Company or its affiliates to terminate that employee's employment with the Company or such subsidiary or affiliate; (c) induce or attempt to induce any consultant or independent contractor doing business with or retained by the Company or its subsidiaries or affiliates to terminate their consultancy or contractual relationship with the Company or such subsidiary or affiliate or otherwise reduce the services they provide to the Company or such subsidiary or affiliate or (d) interfere with the relationship of the Company or any of its subsidiaries or affiliates with any vendor or supplier.

(C) **Confidentiality.** During employment and thereafter, the Participant shall maintain the confidentiality of the following information: proprietary technical and business information relating to any Company plans, analyses or strategies concerning international or domestic acquisitions, possible acquisitions or new ventures; development plans or introduction plans for products or services; unannounced products or services; operation costs; pricing of products or services; research and development; personnel information; manufacturing processes; installation, service, and distribution procedures and processes; customer lists; any know-how relating to the design, manufacture, and marketing of any of the Company's services and products, including components and parts thereof; non-public information acquired by the Company concerning the requirements and specifications of any of the Company's agents, vendors, contractors, customers and potential customers; non-public financial information, business and marketing plans, pricing and price lists; non-public matters relating to employee benefit plans; quotations or proposals given to agents or customers or received from suppliers; documents relating to any of the Company's legal rights and obligations; the work product of any attorney employed by or retained by the Company; and any other information which is sufficiently confidential, proprietary, and secret to derive economic value from not being generally known including with respect to intellectual property inventions and work product. The Participant shall maintain in the strictest confidence and will not, directly or indirectly, intentionally or inadvertently, use, publish, or otherwise disclose to any person or entity whatsoever, any of the information of or belonging to the Company or to any agent, joint

venture, contractor, customer, vendor, or supplier of the Company regardless of its form, without the prior written explicit consent of the Company. The Participant acknowledges that the foregoing information is not generally known, is highly confidential and constitutes trade secrets or confidential information of the Company. The Participant shall take reasonable precautions to protect the inadvertent disclosure of information. The foregoing shall not apply to information that the Participant is required to disclose by applicable law, regulation, or legal process (provided that the Participant provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding the foregoing, nothing in this Agreement prohibits the Participant from reporting possible violations of federal law or regulation to any government agency or entity or making other disclosures that are protected under whistleblower provisions of law. The Participant does not need prior authorization to make such reports or disclosures and is not required to notify the Company that the Participant has made any such report or disclosure.

(D) **Non-Disparagement.** During employment and thereafter, the Participant shall not make or publish any disparaging statements (whether written, electronic or oral) regarding, or otherwise malign the business reputation of, the Company, its affiliates or any of their respective officers, directors, managers, employees or partners.

(E) **Voluntary Resignation.** If (a) the Participant voluntarily resigns without Good Reason (and not due to a Qualifying Retirement) within three years following the Grant Date and (b) the Company elects to enforce the covenants in Paragraph 7(A), then the Company agrees, as further consideration for such covenants, to continue to pay the Participant his or her base salary (at the rate in effect at the time of the Participant's voluntary resignation) in accordance with the Company's regular payroll dates for one year following the date of such voluntary resignation. The payment of the Participant's base salary in accordance with this Paragraph 7(E) will begin on the first payroll after the 60<sup>th</sup> day following the Participant's voluntary resignation (with the first payment including the aggregate amount that would have been paid in the first sixty (60) days) subject to the Participant's execution and delivery to the Company (and non-revocation) of a Release Agreement that becomes fully effective and irrevocable within fifty-five (55) days following the date of voluntary resignation. If a Release Agreement is not timely executed and delivered to the Company by the Participant, or if such Release Agreement is timely executed and delivered but is subsequently revoked by the Participant, then the Participant will not be entitled to the base salary continuation set forth in this Paragraph 7(E). The Participant agrees to promptly notify the Company of the date on which the Participant begins employment with a new employer in compliance with this Paragraph 7 (the "Commencement Date") within 12 months following the Participant's voluntary resignation. The Company will not have any obligation to pay the Participant's base salary in accordance with this Paragraph 7(E) after the Commencement Date.

(F) **Participant Acknowledgements.**

(i) The Participant agrees that the restrictions in this Paragraph 7 are reasonable in light of the scope of the Company's business operations, the Participant's position within the Company, the interests which the Company seeks to protect, and the consideration provided to the Participant. The Participant agrees that these restrictions go only so far as to protect the Company's business and business interests, and that those interests are worth protecting for the continued success, viability, and goodwill of the Company.

(ii) The Participant expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Paragraph 7 may result in substantial, continuing, and irreparable injury to the Company and its subsidiaries and affiliates for which monetary damages alone would not be a sufficient remedy. Therefore, the Participant hereby agrees that, in addition to any other remedy that may be available to the Company (including pursuant to Paragraph 9), in the event of any breach or threatened breach of any of the terms and/or conditions set forth in this Paragraph 7, the Company shall be entitled to injunctive relief, specific performance or other equitable relief by a court of appropriate jurisdiction, without the requirement of posting bond or the necessity of proving irreparable harm or injury as a result of such breach or threatened breach. Without limitation on the Company's rights under the foregoing sentence or under Paragraph 9, (a) in the event of any actual breach of any of the terms and/or conditions set forth in Paragraph 7(A) or 7(B) during the term of such covenants, or (b) in the event of any actual breach of any of the terms and/or conditions set forth in Paragraphs 7(C) or (D) of this Agreement prior to the first anniversary of the date on which the Participant's employment terminates for any reason: (i) if the Award is unvested, then the Award will immediately be forfeited for no consideration; (ii) the Company will cease to be obligated to furnish the Participant any further payments or deliveries pursuant to this Agreement; and (iii) the Participant shall promptly repay to the Company an amount equal to the gain realized in respect of this Award within the three preceding years (which gain shall be deemed to be an amount equal to the aggregate Fair Market Value, on each of the date(s) on which the Award is settled, of the Shares delivered to the Participant under this Award within such three-year period); *provided* that the foregoing repayment obligations, and the cessation of further payments and benefits, shall be without prejudice to the Company's other rights.

(iii) Notwithstanding any other provision to the contrary, the Participant acknowledges and agrees that the restrictions set forth in this Paragraph 7, as applicable, shall be tolled during any period of violation of any of the covenants therein and during any other period required for litigation during which the Company seeks to enforce such covenants against the Participant.

8. **Cooperation.** Following the termination of the Participant's employment with the Company for any reason, the Participant agrees (i) to reasonably cooperate with the Company and its directors, officers, attorneys and experts, and take all actions the Company may reasonably request, including but not limited to cooperation with respect to any investigation, government inquiry, administrative proceeding or litigation relating to any matter in which the Participant was involved or had knowledge during the Participant's employment with the Company and (ii) that, if called upon by the Company, the Participant will provide assistance with respect to business, personnel or other matters which arose during the Participant's employment with the Company or as to which the Participant has relevant information, knowledge or expertise, with such cooperation including, but not limited to, completing job tasks in progress, transitioning job tasks to other Company personnel, responding to questions and being available for such purposes. Any cooperation requests shall take into account the Participant's personal and business commitments, and the Participant shall be reasonably compensated for the Participant's time (if appropriate for the matter) and further reimbursed for any documented expenses (including reasonable attorney's fees) incurred in connection with such cooperation within thirty (30) days of the Participant providing an invoice to the Company.

9. **Forfeiture/Clawback.**

(A) The delivery of Shares under this Award is subject to any policy (whether in existence as of the Grant Date or later adopted) established by the Company or required by applicable law providing for clawback or recovery of amounts that were paid to the Participant. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

(B) In addition to Paragraph 9(A) and notwithstanding anything to the contrary in this Agreement, if the Board or Committee determines that the Participant has, without the consent of the Company, violated a non-competition, non-solicitation or non-disclosure covenant (including the covenants in Paragraph 7) between the Participant and the Company or any Affiliate, then the Board or Committee may in its sole discretion (i) determine that all or any portion of any unvested RSUs shall be forfeited for no consideration and/or (ii) require the Participant to promptly repay to the Company any gain realized in respect of this Award within the three years preceding the date on which the Board or Committee determines that any of the events described above has occurred (which gain shall be deemed to be an amount equal to the aggregate Fair Market Value, on each of the date(s) on which the Award is settled, of the Shares delivered to the Participant under this Award within such three-year period). Unless otherwise required by law, the provisions of this Paragraph 9(B) shall apply during the Participant's employment with the Company and/or its Affiliates and for one year following the Participant's termination of employment for any reason. The foregoing forfeiture and repayment obligations shall be without prejudice to any other rights that the Company may have.

10. **Effect of the Plan.** This Award is subject to all of the provisions of the Plan and this Agreement, together with all of the rules and determinations from time to time issued by the Committee and/or the Board pursuant to the Plan, including the restrictions in the Plan on the transferability of awards. In the event of a conflict between any provision of the Plan and this Agreement, the provisions of this Agreement shall control but only to the extent such conflict is permitted under the Plan. By accepting this Award, the Participant acknowledges that he or she has received a copy of the Plan and agrees that the Participant will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with applicable securities and other applicable laws, rules or regulations, or with this document or the terms of the Plan, the Severance Plan or the Cheniere Retirement Plan, as applicable.

11. **Amendment and Termination; Waiver.** This Agreement, together with the Plan, constitutes the entire agreement by the Participant and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the Participant and the Company with respect to the subject matter hereof, whether written or oral. This Agreement may not be amended or terminated by the Company in a manner that would be materially adverse to the Participant without the written consent of the Participant, *provided* that the Company may amend this Agreement unilaterally (a) as provided in the Plan or (b) if the Company determines that an amendment is necessary to comply with applicable law (including the requirements of the Code). Any provision for the benefit of the Company

contained in this Agreement may be waived in writing, either generally or in any particular instance, by the Company. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

12. **Unsecured Obligation.** The Company's obligation under this Agreement shall be an unfunded and unsecured promise. The Participant's right to receive the payments and benefits contemplated hereby from the Company under this Agreement shall be no greater than the right of any unsecured general creditor of the Company, and the Participant shall not have nor acquire any legal or equitable right, interest or claim in or to any property or assets of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and the Company or any other person.

13. **No Right To Continued Employment** Neither this Award nor anything in this Agreement shall confer upon the Participant any right to continued employment with the Company (or its Affiliates or their respective successors) or shall interfere in any way with the right of the Company (or its Affiliates or their respective successors) to terminate the Participant's employment at any time.

14. **Tax Matters; No Guarantee of Tax Consequences.** This Agreement is intended to be exempt from, or to comply with, the requirements of Section 409A of the Code and this Agreement shall be interpreted accordingly; *provided* that in no event whatsoever shall the Company or any of its Affiliates be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Each payment under this Agreement will be treated as a separate payment for purposes of Section 409A of the Code. The Company makes no commitment or guarantee to the Participant that any federal or state tax treatment will apply or be available to any person eligible for benefits under this Agreement.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware to the extent federal law does not supersede and preempt Delaware law (in which case such federal law shall apply).

16. **Severability; Interpretive Matters.** In the event that any provision of this Agreement shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein. Whenever required by the context, pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular shall include the plural and vice versa. The terms "includes" or "including" in this Agreement shall be construed as "including without limitation", so that terms following "includes" or "including" are not exhaustive. The captions and headings used in this Agreement are inserted for convenience and shall not be deemed a part of this Agreement granted hereunder for construction or interpretation.

17. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be an original, with the same force and effect as if the signature thereto and hereto were upon the same instrument.

*[Remainder of Page Blank – Signature Page Follows]*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Grant Date indicated below.

**COMPANY:**

**CHENIERE ENERGY, INC.**

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

I hereby accept the Award subject to all of the terms and provisions hereof. I acknowledge and agree that the Award shall vest and become payable, if at all, only during the period of my continued service with the Company or as otherwise provided in this Agreement (not through the act of issuing the Award).

**PARTICIPANT:**

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

Grant Date:

---

Schedule A

- **RSUs:**
- **Vesting Dates:**