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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): June 25, 2007**

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**CHENIERE ENERGY PARTNERS, L.P.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**1-33366**  
(Commission File Number)

**20-5913059**  
(I.R.S. Employer  
Identification No.)

**700 Milam Street**  
**Suite 800**  
**Houston, Texas**  
(Address of principal executive offices)

**77002**  
(Zip Code)

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On June 25, 2007, Sabine Pass LNG, L.P. ("Sabine Pass"), a wholly-owned subsidiary of Cheniere Energy Partners, L.P., entered into an amendment (the "Amendment") to that certain Amended and Restated LNG Terminal Use Agreement, dated November 9, 2006, with Cheniere Marketing, Inc. ("Cheniere Marketing"), a wholly-owned subsidiary of Cheniere Energy, Inc. Pursuant to the terms of the Amendment, Cheniere Marketing increased its LNG storage capacity at the Sabine Pass LNG receiving terminal to the LNG equivalent of at least 6.9 billion cubic feet. In addition, the Amendment modified Sabine Pass' obligation to construct, at its sole expense, a sixth LNG storage tank for Cheniere Marketing. Instead, Sabine Pass will construct the additional tank, subject to receipt of all required governmental and lender approvals, upon agreement with Cheniere Marketing of mutually acceptable terms and conditions, including financing. If no such acceptable agreement is reached, Sabine Pass will still be obligated to construct the additional tank, subject to receipt of all required governmental and lender approvals, if Cheniere Marketing directly or indirectly commits to provide, at its sole cost, all necessary construction funding reasonably acceptable to Sabine Pass.

**Item 9.01 Financial Statements and Exhibits.**

d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment of LNG Terminal Use Agreement, dated June 25, 2007, by and between Cheniere Marketing, Inc. and Sabine Pass LNG, L.P. (filed herewith).

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**SIGNATURES**

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

CHENIERE ENERGY PARTNERS, L.P.

By: CHENIERE ENERGY PARTNERS GP, LLC,  
its general partner

Date: June 26, 2007

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

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**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment of LNG Terminal Use Agreement, dated June 25, 2007, by and between Cheniere Marketing, Inc. and Sabine Pass LNG, L.P. (filed herewith).

## AMENDMENT OF LNG TERMINAL USE AGREEMENT

This AMENDMENT OF LNG TERMINAL USE AGREEMENT (the "Amendment"), dated and effective as this 25th day of June, 2007 (the "Amendment Effective Date"), is made by and between **CHENIERE MARKETING, INC.**, a company incorporated under the laws of Delaware with its principal office at 700 Milam Street, Suite 800, Houston, Texas, U.S.A. 77002 ("Customer"); and **SABINE PASS LNG, L.P.**, a Delaware limited partnership with a place of business at 700 Milam Street, Suite 800, Houston, Texas, U.S.A. 77002 ("SABINE").

## RECITALS

**WHEREAS**, SABINE and Customer are parties to that certain AMENDED AND RESTATED LNG TERMINAL USE AGREEMENT (the "Agreement") dated as of the 9<sup>th</sup> day of November, 2006, under which SABINE will provide LNG terminalling services to Customer at the Sabine Pass Facility; and

**WHEREAS**, SABINE and Customer desire to amend the Agreement in the manner set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, SABINE and Customer agree as follows:

## I

Capitalized terms used in this Amendment and not otherwise defined herein have the meaning given to them in the Agreement.

## II

Part One, Section B.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

3. Customer shall at all times have the right to maintain the LNG equivalent of at least 6.9 billion Standard Cubic Feet of Customer's LNG in storage at the Sabine Pass Facility.

## III

Part Two, Section 25.18(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

- (b) Additional LNG Storage. If requested by Customer, SABINE and Customer will use commercially reasonable efforts to agree upon mutually acceptable terms and conditions, including financing.

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under which SABINE would cause to be constructed an additional LNG storage tank with a working capacity of approximately one hundred sixty thousand (160,000) Cubic Meters of LNG for the benefit of Customer at the Sabine Pass Facility. If such mutually acceptable terms and conditions are agreed upon by Customer and SABINE, or if no such acceptable agreement is reached, but Customer directly or indirectly commits to provide, at its sole cost, all necessary construction funding reasonably acceptable to SABINE, then SABINE shall cause such additional tank to be constructed promptly upon: (i) receipt by SABINE of all Approvals for such construction and operation; and (ii) receipt by SABINE of any required Lender approvals. Subject to (i) and (ii) above, SABINE shall cause completion of such additional LNG storage tank as soon as possible but no later than four (4) years after such Customer request.

**IV**

All provisions of the Agreement not specifically amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed and signed by its duly authorized officer as of the Amendment Effective Date.

**SABINE PASS LNG, L.P.**

By: Sabine Pass LNG-GP, Inc.,  
its General Partner

By: /s/ Keith Little  
Name: Keith Little  
Title: President

**CHENIERE MARKETING, INC.**

By: /s/ Keith Meyer  
Name: Keith Meyer  
Title: President