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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 9, 2012

CHENIERE ENERGY PARTNERS, L.P.

(Exact name of registrant as specified in its charter)

Delaware	**1-33366**	**20-5913059**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

700 Milam Street	
Suite 800	
Houston, Texas	**77002**
(Address of principal executive offices)	**(Zip Code)**

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Blackstone Unit Purchase Agreement Letter Agreement

On August 9, 2012, Cheniere Energy Partners, L.P. (the "Partnership"), Cheniere Energy, Inc. ("Cheniere") and Blackstone CQP Holdco LP (the "Purchaser") entered into a letter agreement (the "UPA Letter Agreement") relating to the Unit Purchase Agreement, dated as of May 14, 2012 (the "Blackstone Unit Purchase Agreement"), among such parties. Pursuant to the UPA Letter Agreement, the parties agreed, among other things, to the Amended Purchase Agreement described below and to waive the purchase of the Creole Trail Pipeline as a condition precedent to the initial funding (the "Initial Funding") under the Blackstone Unit Purchase Agreement.

The foregoing description of the UPA Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.1 to this report and incorporated herein by reference.

Amended and Restated Creole Trail Purchase Agreement

On August 9, 2012, the Partnership, Cheniere, Cheniere Pipeline Company and Grand Cheniere Pipeline, LLC entered into the Amended and Restated Purchase and Sale Agreement (the "Amended Purchase Agreement"), which amended and restated that certain Purchase and Sale Agreement, dated as of May 14, 2012, among the parties. Pursuant to the Amended Purchase Agreement, the original agreement was amended, among other things, (i) to provide that, at closing of the purchase, the Partnership will reimburse expenditures made by Cheniere Creole Trail Pipeline, L.P., a wholly owned subsidiary of Cheniere ("CCTP"), for certain pipeline modifications as well as other expenses of CCTP approved by the board of directors of the general partner of the Partnership (the "Board"), (ii) to give Cheniere anytime after the first month following substantial completion of the first liquefaction train to require that the Partnership consummate the acquisition within six months and if the Partnership does not do so, gives Cheniere the right to terminate the Amended Purchase Agreement, (iii) to change the condition precedent that the Initial Funding shall have occurred to instead require that the Partnership shall have received sufficient funds or available financing to purchase the equity interests of the entities owning the Creole Trail Pipeline and (iv) to change the outside date by which the transactions must be consummated to the mandatory conversion date of the Class B Units as provided in the Amended Partnership Agreement (as defined below).

The foregoing description of the Amended Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.2 to this report and incorporated herein by reference.

Amendment to Subscription Agreement

On August 9, 2012, the Partnership and Cheniere Class B Units Holdings, LLC, a Delaware limited liability company and wholly owned subsidiary of Cheniere ("CBUH"), entered into that certain First Amendment to Class B Unit Purchase Agreement (the "Subscription Amendment"), pursuant to which the parties amended that certain Subscription Agreement, dated May 14, 2012, between the Partnership and Cheniere LNG Terminals, Inc. (predecessor-in-interest to CBUH). Pursuant to the Subscription Amendment, the original agreement was amended to, among other things, change the outside date under the Subscription Agreement to be consistent with the date that the Amended Purchase Agreement terminates.

The foregoing description of the Subscription Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.3 to this report and incorporated herein by reference.

Item 3.02 Unregistered Sale of Equity Securities.

On August 9, 2012, the Purchaser acquired 33,333,334 Class B Units from the Partnership for consideration of $500 million, as contemplated by the Blackstone Unit Purchase Agreement.

The issuance of the Class B Units to the Purchaser was made in reliance on an exemption from registration requirement of the Securities Act of 1933 pursuant to Section 4(2) and Regulation D thereof.

Item 3.03 Material Modification to Rights of Security Holders.

To the extent applicable, the description of the Amended Partnership Agreement set forth in Item 5.03 below is 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.

In connection with the Initial Funding and pursuant to the right of the Purchaser in the Amended LLC Agreement described below in Item 5.03 to appoint three directors to the Board, David Foley and Sean Klimczak were appointed to the Board on August 9, 2012. As of August 9, Messrs. Foley and Klimczak had not been appointed to any committees of the Board, but they are expected to be appointed to the Executive Committee of the Board as described below.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Amended Limited Partnership Agreement

On August 9, 2012, the General Partner entered into a Third Amended and Restated Agreement of Limited Partnership of the Partnership (the "Amended Partnership Agreement"). Pursuant to the Amended Partnership Agreement, the Class B Units issued by the Partnership (the "Class B Units") are subject to conversion, mandatorily or at the option of the holders of the Class B Units, into a number of common units of the Partnership ("Common Units") based on the then-applicable conversion value of the Class B Units. Pursuant to the Amended Partnership Agreement, on a quarterly basis beginning at the time the holder of Class B Units initially purchased Class B Units, and ending on the conversion date of the Class B Units, the conversion value of the Class B Units increases at a compounded rate of 3.5% per quarter, subject to an additional upward adjustment for certain equity and debt financings. The Class B Units are not entitled to cash distributions except in the event of a liquidation. The holders of Class B Units have a preference over the holders of the subordinated units of the Partnership ("Subordinated Units") in the event of a liquidation (or merger, combination or sale of substantially all of the Partnership's assets, referred to as a "Significant Event").

The holders of Class B Units have the right to participate in any votes submitted to the holders of Common Units, on an as-converted basis, except where class votes are required. The holders of Class B Units have preemptive rights for all issuances of Partnership equity securities. During the Investor Approval Period (as defined below), if Cheniere does not exercise some or all of its preemptive rights, the Purchaser may purchase such securities.

The Class B Units will mandatorily convert into Common Units upon the earlier of the substantial completion date of the third liquefaction train at the liquefaction facilities ("Train 3") or the fifth anniversary of the Initial Funding, provided that if the Train 3 notice to proceed with construction is issued prior to the fifth anniversary of the Initial Funding, then the mandatory conversion date becomes the substantial completion date of Train 3. At the option of the holders of Class B Units, all or a portion of the Class B Units may be converted: (i) at any time subsequent to the date that is 83 months after the issuance of the notice to proceed under the existing engineering, procurement and construction ("EPC") contract for the first two trains of the liquefaction facilities, (ii) prior to the record date for a quarter in which the Partnership has generated sufficient available cash from operating surplus to distribute $0.425 (the "IQD") on all outstanding Common Units (on an as-converted basis), (iii) at any time following thirty (30) days prior to the mandatory conversion date or (iv) at any time following (30) days prior to a Significant Event or dissolution.

A specified number of outstanding Subordinated Units will be subject to cancellation if the Partnership does not obtain certain financing commitments. If the Partnership has not obtained (i) all debt and equity financing commitments and (ii) approval from the Board to issue a notice to proceed to the EPC contractor on or prior to October 1, 2014 ((i) and (ii) collectively, the "Conditions") for Train 3, an appropriate number of Subordinated Units will be cancelled to enable the Partnership to distribute from "contracted adjusted operating surplus" $0.50 per unit per quarter for a consecutive four-quarter period on all outstanding limited partner units on an as-converted basis (the "$0.50 Distribution"). If the Conditions have been satisfied for Train 3 but not the fourth liquefaction train at the liquefaction facilities, 67,500,000 Subordinated Units will be cancelled, plus any additional amount necessary to make the $0.50 Distribution. "Contracted adjusted operating surplus" is derived solely from contracted capacity revenues from terminal use agreements and LNG sale and purchase agreements ("SPAs") entered into by the Partnership's subsidiaries with third parties relating to the liquefaction facilities and the Sabine Pass LNG terminal, provided that (i) in each case, the term of such contract is for a minimum of three years and (ii) the calculation excludes revenues and expenses relating to the "115%" portion of the purchase price related to Henry Hub natural gas prices pursuant to the applicable SPA.

The subordination period will end and all Subordinated Units will convert into Common Units if (i) the IQD is earned and paid from operating surplus on all Common Units, Subordinated Units and units senior or pari passu to the Subordinated Units for three consecutive, non-overlapping four-quarter periods or (ii) 150% of the IQD is earned and paid from "contracted adjusted operating surplus" on all Common Units, Subordinated Units and units senior or pari passu to the Subordinated Units for four consecutive quarters.

The foregoing description of the Amended Partnership Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 3.1 to this report and incorporated herein by reference.

Amended General Partner LLC Agreement

On August 9, 2012, Cheniere LNG Holdings, LLC and the Purchaser entered into the Third Amended and Restated Limited Liability Company Agreement of the General Partner (the "Amended LLC Agreement"). Pursuant to the Amended LLC Agreement, until the expiration of the period from the Initial Funding until the Purchaser and other co-investors own less than (a) 20% of the outstanding Common Units, Subordinated Units and Class B Units, and (b) 50,000,000 Class B Units (the "Investor Approval Period"), the number of directors constituting the Board will be eleven. An affiliate of Cheniere has the right to appoint four directors to the Board (the "Cheniere Directors"); the Purchaser has the right to appoint three directors to the Board (the "Purchaser Directors"); and there will be four independent directors on the Board (the "Independent Directors"). Certain actions to be taken by the Partnership or its subsidiaries must be approved by an Executive Committee of the Board (the "Executive Committee"), including certain equity issuances, the incurrence of certain debt, entering into an EPC contract for Train 3 or 4 unless certain parameters are satisfied, approving certain change orders to EPC contracts, acquiring or disposing of material assets or pursuing certain other capital projects, issuing a notice to proceed on Train 3 or 4 before consummating financing for the completion thereof and amending service agreements with Cheniere or other material agreements. The Executive Committee is comprised of three Purchaser Directors, one Independent Director and one Cheniere Director.

The foregoing description of the Amended LLC Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 3.2 to this report and incorporated herein by reference.

Item 8.01 Other Events.

On August 9, 2012, Sabine Pass Liquefaction, LLC, a wholly owned subsidiary of the Partnership, issued a notice to proceed to Bechtel under the EPC contract to commence construction of the first two liquefaction trains of the Sabine Pass liquefaction project.

On August 9, 2012, the Partnership issued a press release announcing that the notice to proceed had been issued and the Initial Funding had been consummated. A copy of the press release is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

Information included on the Partnership's website is not incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

d) Exhibits

Exhibit Number	Description
3.1+	Third Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., dated as of August 9, 2012
3.2+	Third Amended and Restated Limited Liability Company Agreement of Cheniere Energy Partners GP, LLC, dated as of August 9, 2012
10.1+	Letter Agreement, dated August 9, 2012, among Cheniere Energy, Inc., Cheniere Energy Partners, L.P. and Blackstone CQP Holdco LP
10.2+	Amended and Restated Purchase and Sale Agreement, dated as of as of August 9, 2012, by and among Cheniere Energy Partners, L.P., Cheniere Pipeline Company, Grand Cheniere Pipeline, LLC and Cheniere Energy, Inc.
10.3+	First Amendment to Class B Unit Purchase Agreement, dated as of August 9, 2012, by and between Cheniere Energy Partners, L.P. and Cheniere Class B Units Holdings, LLC
99.1+	Press Release, dated August 9, 2012, regarding initial funding by Blackstone and issuance of notice to proceed

+ Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, 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: August 9, 2012

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

EXHIBIT INDEX

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+ Filed herewith

Exhibit 3.1

Execution Version

THIRD AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

CHENIERE ENERGY PARTNERS, L.P.

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THIRD AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
CHENIERE ENERGY PARTNERS, L.P.

THIS THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CHENIERE ENERGY PARTNERS, L.P., dated as of August 9, 2012, is entered into by and between Cheniere Energy Partners GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the "*General Partner*"), and the Limited Partners as provided herein. In consideration of the covenants, conditions and agreements contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 *Definitions*.

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"*2011 EPC Contract*" means that certain Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Liquefaction Facility, dated November 11, 2011, between Sabine Pass Liquefaction and Bechtel Oil, Gas & Chemicals, Inc. as in effect on the original date of the Unit Purchase Agreement.

"*Acquisition*" means any transaction in which any Group Member acquires (through an asset acquisition, merger, stock acquisition or other form of investment) control over all or a portion of the assets, properties or business of another Person for the purpose of increasing the operating capacity or asset base of the Partnership Group from the operating capacity or asset base of the Partnership Group existing immediately prior to such transaction.

"*Actual Conversion Date*" has the meaning assigned to such term in Section 5.12(b)(vi)(C).

"*Additional Book Basis*" means the portion of any remaining Carrying Value of an Adjusted Property that is attributable to positive adjustments made to such Carrying Value as a result of Book-Up Events. For purposes of determining the extent that Carrying Value constitutes Additional Book Basis:

(a) Any negative adjustment made to the Carrying Value of an Adjusted Property as a result of either a Book-Down Event or a Book-Up Event shall first be deemed to offset or decrease that portion of the Carrying Value of such Adjusted Property that is attributable to any prior positive adjustments made thereto pursuant to a Book-Up Event or Book-Down Event.

(b) If Carrying Value that constitutes Additional Book Basis is reduced as a result of a Book-Down Event and the Carrying Value of other property is increased as a result of such Book-Down Event, an allocable portion of any such increase in Carrying Value shall be treated as Additional Book Basis; *provided, however*, that the amount treated as Additional Book Basis pursuant hereto as a result of such Book-Down Event shall not exceed the amount by which the Aggregate Remaining Net Positive Adjustments after such Book-Down Event exceeds the remaining Additional Book Basis attributable to all of the Partnership's Adjusted Property after such Book-Down Event (determined without regard to the application of this clause (b) to such Book-Down Event).

"*Additional Book Basis Derivative Items*" means any Book Basis Derivative Items that are computed with reference to Additional Book Basis. To the extent that the Additional Book Basis attributable to all of the Partnership's Adjusted Property as of the beginning of any taxable period exceeds the Aggregate Remaining Net Positive Adjustments as of the beginning of such period (the "*Excess Additional Book Basis*"), the Additional Book Basis Derivative Items for such period shall be reduced by the amount that bears the same ratio to the amount of Additional Book Basis Derivative Items determined without regard to this sentence as the Excess Additional Book Basis bears to the Additional Book Basis as of the beginning of such period.

"*Additional Limited Partner*" means a Person admitted to the Partnership as a Limited Partner pursuant to Section 10.4 and who is shown as such on the books and records of the Partnership.

"*Adjusted Capital Account*" means the Capital Account maintained for each Partner as of the end of each fiscal year of the Partnership, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such fiscal year, are reasonably expected to be allocated to such Partner in subsequent years under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such fiscal year, are reasonably expected to be made to such Partner in subsequent years in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(d)(i) or Section 6.1(d)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The "Adjusted Capital Account" of a Partner in respect of a General Partner Unit, a Common Unit, a Class B Unit, a Subordinated Unit, an Incentive Distribution Right or any other Partnership Interest shall be the amount that such Adjusted Capital Account would be if such General Partner Unit, Common Unit, Class B Unit, Subordinated Unit, Incentive Distribution Right or other Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such General Partner Unit, Common Unit, Class B Unit, Subordinated Unit, Incentive Distribution Right or other Partnership Interest was first issued.

"*Adjusted Operating Surplus*" means, with respect to any period, Operating Surplus generated with respect to such period (a) less (i) any net increase in Working Capital Borrowings with respect to such period and (ii) any net decrease in cash reserves for Operating Expenditures with respect to such period not relating to an Operating Expenditure made with respect to such

period, and (b) plus (i) any net decrease in Working Capital Borrowings with respect to such period, and (ii) any net increase in cash reserves for Operating Expenditures with respect to such period required by any debt instrument for the repayment of principal, interest or premium. Adjusted Operating Surplus does not include that portion of Operating Surplus included in clause (a)(i) of the definition of Operating Surplus. Cash amounts held in the Distribution Reserve Account or amounts released therefrom shall not constitute Adjusted Operating Surplus.

"*Adjusted Property*" means any property the Carrying Value of which has been adjusted pursuant to Section 5.5(d)(i) or Section 5.5(d)(ii).

"*Affiliate*" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "*control*" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"*Aggregate Remaining Net Positive Adjustments*" means, as of the end of any taxable period, the sum of the Remaining Net Positive Adjustments of all the Partners.

"*Agreed Allocation*" means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term "*Agreed Allocation*" is used).

"*Agreed Value*" of any Contributed Property means the fair market value of such property or other consideration at the time of contribution as determined by the General Partner. The General Partner shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

"*Agreement*" means this Third Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., as it may be amended, supplemented or restated from time to time.

"*Applicable Funding Date"* means, (i) with respect to the CEI Class B Units, the CEI Class B Initial Funding Date, and (ii) with respect to the Purchaser Class B Units and the CTPL Class B Units, the Purchaser Class B Initial Funding Date.

"*Assignee*" means a Person to whom one or more Limited Partner Interests have been transferred in a manner permitted under this Agreement and who has executed and delivered a Transfer Application, as required by this Agreement, but who has not been admitted as a Substituted Limited Partner.

"*Assignment Agreement*" means the Assignment Agreement, dated as of March 26, 2007, between O&M Services, the General Partner and Sabine Pass LNG.

"*Associate*" means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest; (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

"*Available Cash*" means, with respect to any Quarter ending prior to the Liquidation Date:

(a) the sum of (i) all cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand at the end of such Quarter, (ii) all additional cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand on the date of determination of Available Cash with respect to such Quarter resulting from Working Capital Borrowings made subsequent to the end of such Quarter and (iii) the amount in the Distribution Reserve Account equal to the sum of the Initial Quarterly Distribution times the number of Outstanding Common Units and Outstanding General Partner Units on the Record Date for such Quarter (or, for the Quarter in which the closing of the Initial Public Offering occurs, such amount multiplied by a fraction, of which the numerator is the number of days in the period from the closing of the Initial Public Offering through the end of such Quarter and of which the denominator is the number of days in such Quarter) but only to the extent such amounts are necessary to make distributions pursuant to Section 6.4(a)(i) and Section 6.4(a)(ii) for such Quarter, less

(b) the amount of any cash reserves (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) established by the General Partner to (i) provide for the proper conduct of the business of the Partnership Group (including reserves for future capital expenditures, for anticipated future credit needs of the Partnership Group and for refunds of collected rates reasonably likely to be refunded as a result of a settlement or hearing relating to FERC rate proceedings) subsequent to such Quarter, (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Group Member is a party or by which it is bound or its assets are subject or (iii) provide funds for distributions under Section 6.4 or Section 6.5 in respect of any one or more of the next four Quarters; *provided*, *however*, that the General Partner may not establish cash reserves pursuant to clause (iii) above if the effect of such reserves would be that the Partnership is unable to distribute the Initial Quarterly Distribution on all Common Units, plus any Cumulative Common Unit Arrearage on all Common Units, with respect to such Quarter; and, *provided further*, that disbursements made by a Group Member or cash reserves established, increased or reduced after the end of such Quarter but on or before the date of determination of Available Cash with respect to such Quarter shall be deemed, for purposes of determining Available Cash, to have been made, established, increased or reduced within such Quarter if the General Partner so determines.

Notwithstanding the foregoing, "*Available Cash*" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"*Basic Documents*" has the meaning assigned to such term in the Unit Purchase Agreement.

"*Board of Directors*" means, with respect to the General Partner, its board of directors or managers, as applicable, if a corporation or limited liability company. If any successor General Partner is a limited partnership, and its general partner is a corporation or limited liability company, the "Board of Directors" shall mean the board of directors or board of managers of the general partner of the General Partner.

"*Book Basis Derivative Items*" means any item of income, deduction, gain or loss included in the determination of Net Income or Net Loss that is computed with reference to the Carrying Value of an Adjusted Property (*e.g.*, depreciation, depletion, or gain or loss with respect to an Adjusted Property).

"*Book-Down Event*" means an event that triggers a negative adjustment to the Capital Accounts of the Partners pursuant to Section 5.5(d).

"*Book-Tax Disparity*" means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Section 5.5 and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles.

"*Book-Up Event*" means an event that triggers a positive adjustment to the Capital Accounts of the Partners pursuant to Section 5.5(d).

"*Business Day*" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the States of New York or Texas shall not be regarded as a Business Day.

"*Capital Account*" means the capital account maintained for a Partner pursuant to Section 5.5. The "Capital Account" of a Partner in respect of a General Partner Unit, a Common Unit, a Class B Unit, a Subordinated Unit, an Incentive Distribution Right or any other Partnership Interest shall be the amount that such Capital Account would be if such General Partner Unit, Common Unit, Class B Unit, Subordinated Unit, Incentive Distribution Right or other Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such General Partner Unit, Common Unit, Class B Unit, Subordinated Unit, Incentive Distribution Right or other Partnership Interest was first issued.

"*Capital Contribution*" means any cash, cash equivalents or the Net Agreed Value of Contributed Property (which, in the case of a Capital Contribution by the General Partner pursuant to Section 5.2(b) may include Units (other than General Partner Units and Subordinated Units) owned by the General Partner) that a Partner contributes to the Partnership.

"*Capital Improvement*" means any (a) addition or improvement to the capital assets owned by any Group Member, (b) acquisition of existing, or the construction of new, capital assets (including pipelines, gathering lines, liquefaction facilities, regasification facilities, processing plants, LNG carriers, docks, terminals, truck racks, pipeline compression facilities, tankage and other storage, gathering and distribution facilities and related or similar assets) or (c) capital contribution by a Group Member to a Person that is not a Subsidiary in which a Group Member has an equity interest, to fund the Group Member's pro rata share of the cost of the acquisition of existing, or the construction of new, capital assets (including pipelines, gathering lines, liquefaction facilities, regasification facilities, processing plants, LNG carriers, docks, terminals, truck racks, pipeline compression facilities, tankage and other storage, gathering and distribution facilities and related or similar assets), in each case if such addition, improvement, acquisition or construction is made to increase the operating capacity or asset base of the Partnership Group, in the case of clauses (a) and (b), or such Person, in the case of clause (c), from the operating capacity or asset base of the Partnership Group or such Person, as the case may be, immediately prior to such addition, improvement, acquisition or construction; *provided*, *however*, that to the extent any such addition, improvement, acquisition or construction is made solely for investment purposes it shall not constitute a Capital Improvement under this Agreement.

"*Capital Surplus*" has the meaning assigned to such term in Section 6.3(a).

"*Carrying Value*" means (a) with respect to a Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' and Assignees' Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Partnership property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 5.5(d)(i) and Section 5.5(d)(ii) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

"*Cause*" means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner liable for actual fraud or willful misconduct in its capacity as a general partner of the Partnership.

"*CEI*" means Cheniere Energy, Inc.

"*CEI Class B Final Funding Date*" means July 31, 2012, upon which the issuance of the CEI Remaining Units resulted in the full satisfaction of the CEI Holder's obligations to purchase Class B Units under the CEI Unit Purchase Agreement.

"*CEI Class B Initial Funding Date*" means June 11, 2012.

"*CEI Class B Units*" means the CEI Initial Class B Units and the CEI Remaining Units.

"*CEI Holder*" means the General Partner or one or more of its Affiliates.

"*CEI Initial Class B Units*" means 11,111,111 Class B Units issued to the CEI Holder on the CEI Class B Initial Funding Date pursuant to the CEI Unit Purchase Agreement.

"*CEI Remaining Units*" means 22,222,223 Class B Units issued to the CEI Holder on July 31, 2012, as if such Class B Units were issued and Outstanding on the CEI Class B Initial Funding Date and as such Class B Units are adjusted over time ending on the CEI Class B Final Funding Date pursuant to Sections 5.12(b)(ii) and 5.12(b)(ix). The purchase price for each CEI Class B Unit shall be the Class B Issue Price regardless of the number of Class B Units actually issued.

"*CEI Subscription Agreement*" means that certain subscription agreement, dated as of May 14, 2012, by and between the Partnership and Cheniere LNG Terminals, as it may be amended, supplemented or restated from time to time.

"*CEI Unit Purchase Agreement*" means that certain unit purchase agreement, dated as of May 14, 2012, by and between the Partnership and Cheniere LNG Terminals, as it may be amended, supplemented or restated from time to time.

"*Certificate*" means (a) a certificate (i) substantially in the form of Exhibit A to this Agreement, (ii) issued in global form in accordance with the rules and regulations of the Depositary or (iii) in such other form as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more Common Units; or (b) a certificate, in such form as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more other Partnership Securities.

"*Certificate of Limited Partnership*" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.2, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

"*Cheniere LNG Holdings*" means Cheniere LNG Holdings, LLC, a Delaware limited liability company.

"*Cheniere LNG Terminals*" means Cheniere LNG Terminals, Inc., a Delaware corporation.

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

"*Citizenship Certification*" means a properly completed certificate in such form as may be specified by the General Partner by which an Assignee or a Limited Partner certifies that such Assignee or Limited Partner (and if such Assignee or Limited Partner is a nominee holding for the account of another Person, that to the best of such Assignee's or Limited Partner's knowledge such other Person) is an Eligible Citizen.

"*Claim*" has the meaning assigned to such term in Section 7.12(d).

"*Class B Accrual Date*" has the meaning assigned to such term in Section 5.12(b)(ii)(A).

"*Class B Accrual Rate*" means an amount equal to 3.5%.

"*Class B Conversion Notice*" has the meaning assigned to such term in Section 5.12(b)(vi)(C).

"*Class B Conversion Notice Date*" has the meaning assigned to such term in Section 5.12(b)(vi)(C).

"*Class B Conversion Price*" means an amount equal to $15.00 per Class B Unit (as adjusted for splits and combinations).

"*Class B Conversion Value*" means, with respect to each Class B Unit as of the date of such determination, an amount equal to the Class B Issue Price, as increased or adjusted pursuant to Section 5.12.

"*Class B Debt Lower Adjustment Factor*" has the meaning assigned to such term in Section 5.12(b)(ix).

"*Class B Debt Upper Adjustment Factor"* has the meaning assigned to such term in Section 5.12(b)(ix).

"*Class B Dilutive Issuance*" means the issuance after the Purchaser Class B Initial Funding Date of any Equity Securities in one or more transactions in connection with CTPL or the completion of Train 1, Train 2, Train 3 or Train 4 to the extent exceeding 25,500,000 Common Unit Equivalents and associated General Partner Units in the aggregate; *provided, however*, that the following shall be excluded from the foregoing determination: (a) the issuance of Common Units upon the conversion of the Class B Units; (b) adjustments pursuant to Section 5.12(b)(ix); (c) the issuance of (1) Units pursuant to the Unit Purchase Agreement, (2) the CEI Class B Units and (3) the CTPL Class B Units; (d) any issuances from the Partnership's equity incentive plans in effect from time to time for the benefit of the members of the Board of Directors and (e) any issuances of Equity Securities the proceeds of which are used to solely fund the Partnership's acquisition of CTPL (including acquisition of the equity interests of the entities that own CTPL) and actual CTPL expenditures, in each case, that are specifically authorized by the Board of Directors.

"*Class B Issue Price*" means $15.00 per Class B Unit (as adjusted for splits and combinations).

"*Class B Non-Converted Liquidation Accrual*" means an amount per Class B Unit equal to the Class B Issue Price multiplied annually by 8.5% during the period commencing on the Applicable Funding Date and ending on the Liquidation Date, adjusted in a manner consistent with Section 5.12(b)(ix).

"*Class B Quarterly Accrual*" has the meaning assigned to such term in Section 5.12(b)(ii).

"*Class B Units*" means the series of Units designated as senior subordinated Units pursuant to Section 5.12.

"*Closing Date*" means the first date on which Common Units were issued and sold by the Partnership to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"*Closing Price*" means, in respect of any class of Limited Partner Interests, as of the date of determination, the last sale price on such day, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices on such day, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal National Securities Exchange on which the respective Limited Partner Interests are listed or admitted to trading or, if such Limited Partner Interests are not listed or admitted to trading on any National Securities Exchange, the last quoted price on such day or, if not so quoted, the average of the high bid and low asked prices on such day in the over-the-counter market, as reported by the primary reporting system then in use in relation to such Limited Partner Interests of such class, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and asked prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

"*Code*" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific Section or Sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"*Combined Interest*" has the meaning assigned to such term in Section 11.3(a).

"*Commences Commercial Service*" means the date upon which a Capital Improvement is first put into commercial service following construction and testing.

"*Commission*" means the United States Securities and Exchange Commission.

"*Commodity Hedge Contract*" means any commodity exchange, swap, forward, cap, floor, collar or other similar agreement or arrangement entered into for the purpose of reducing the exposure of the Partnership Group to fluctuations in the price of hydrocarbons (including liquefied natural gas or liquefied petroleum gas) in their operations and not for speculative purposes.

"*Common Minimum Allocation*" has the meaning assigned to such term in Section 5.12(b)(iv)(E).

"*Common Unit*" means a Unit representing a fractional part of the Partnership Interests of all Limited Partners and Assignees having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not include a Class B Unit or a Subordinated Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

"*Common Unit Arrearage*" means, with respect to any Common Unit, whenever issued, as to any Quarter within the Subordination Period, the excess, if any, of (a) the Initial Quarterly Distribution with respect to a Common Unit in respect of such Quarter over (b) the sum of all Available Cash distributed with respect to a Common Unit in respect of such Quarter pursuant to Section 6.4(a)(i).

"*Common Unit Equivalent*" means any of (x) a Common Unit, (y) in the case of an issuance of an Equity Security exercisable, exchangeable, or convertible into a Common Unit, the equivalent number of Common Units for which such other issuance of Equity Securities is exercisable, exchangeable or convertible into, on an accreted and Fully Diluted Basis and (z) in the case of any Equity Securities other than those contemplated by the preceding clauses (x) and (y), the number of Common Units with the same value as such Equity Securities, as such value is determined by the Board of Directors in good faith at the time of issuance of such Equity Securities. If the Common Unit Equivalent has a paid-in-kind or accreting conversion feature, then the number of Common Unit Equivalents shall be increased to take into account the number of Common Units (or other Equity Securities) that could be issued, exchanged for or converted into such Common Unit Equivalent based upon the forecast presented to the Board of Directors in connection with approving the issuance of such Common Unit Equivalents.

"*Conflicts Committee*" means a committee of the Board of Directors of the General Partner composed entirely of two or more directors, each of whom (a) is not a security holder, officer or employee of the General Partner, (b) is not an officer, director or employee of any Affiliate of the General Partner, (c) is not a holder of any ownership interest in the Partnership Group other than Common Units or any other class of Limited Partner Units then listed for trading on any National Securities Exchange and (d) meets the independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder and by any National Securities Exchange on which the Common Units are listed or admitted to trading.

"*Contracted Adjusted Operating Surplus*" shall mean the amount of Adjusted Operating Surplus derived solely from LNG Sale and Purchase Agreements and terminal use agreements, in each case, with a minimum term of three years with counterparties who are not Affiliates of CEI. The calculation excludes revenues and expenses attributable to the portion of payments made under the LNG Sale and Purchase Agreements related to the final settlement price for the New York Mercantile Exchange's Henry Hub natural gas futures contract for the month in which the relevant cargo's delivery window is scheduled.

"*Contributed Property*" means each property or other asset, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.5(d), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"*Contribution Agreement*" means that certain Contribution and Conveyance Agreement dated as of the Closing Date, among the Partnership, the General Partner and certain other parties, together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

"*Converted Class B Unit*" means a Common Unit resulting from the conversion of a Class B Unit pursuant to Section 5.12(b)(vi).

"*Crest Royalty Agreement*" means the assumption, assignment and indemnity agreement, dated as of the Closing Date, among the Partnership, the General Partner, Cheniere LNG Holdings and Cheniere Energy, Inc.

"*CTPL*" means that certain natural gas pipeline owned by Cheniere Creole Trail Pipeline, L.P., which interconnects with the Sabine Pass LNG terminal to points of interconnection with existing interstate and intrastate natural gas pipelines in southwest Louisiana.

"*CTPL Class B Units*" means the Class B Units to be issued by the Partnership to the CEI Holder pursuant to the CEI Subscription Agreement, as if such Class B Units were issued and Outstanding on the Purchaser Class B Initial Funding Date and as such Class B Units are adjusted over time pursuant to Sections 5.12(b)(ii) and 5.12(b)(ix). The purchase price for each CTPL Class B Unit shall be the Class B Issue Price regardless of the number of Class B Units actually issued.

"*CTPL Expenditures*" means cash expenditures (including expenditures for the acquisition, addition or improvement to CTPL) if such expenditures are made to acquire, own, operate, or maintain, including over the long term, the operating capacity of CTPL prior to the Date of First Commercial Delivery, including, but not limited to, taxes, payments to the General Partner in reimbursement of expenses incurred by the General Partner on behalf of the Partnership Group, repayment of Working Capital Borrowings, debt service payments and interest payments.

"*Cumulative Common Unit Arrearage*" means, with respect to any Common Unit, whenever issued, and as of the end of any Quarter, the excess, if any, of (a) the sum resulting from adding together the Common Unit Arrearage as to an Initial Common Unit for each of the Quarters within the Subordination Period ending on or before the last day of such Quarter over (b) the sum of any distributions theretofore made pursuant to Section 6.4(a)(ii) and the second sentence of Section 6.5 with respect to an Initial Common Unit (including any distributions to be made in respect of the last of such Quarters).

"*Curative Allocation*" means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(d)(xii).

"*Current Market Price*" means, in respect of any class of Limited Partner Interests, as of the date of determination, the average of the daily Closing Prices per Limited Partner Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

"*Date of First Commercial Delivery*" has the meaning set forth in the LNG Sale and Purchase Agreement, dated November 21, 2011, between Sabine Pass Liquefaction and Gas Natural Aprovisionamientos SDG S.A.

"*Delaware Act*" means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

"*Departing General Partner*" means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Section 11.1 or Section 11.2.

"*Depositary*" means, with respect to any Units issued in global form, The Depository Trust Company and its successors and permitted assigns.

"*DGCL*" has the meaning set forth in Section 14.7 of this Agreement.

"*Distribution Reserve Account*" has the meaning assigned to such term in Section 5.11(a).

"*Distribution Reserve Period Termination Date*" means the date of distribution of Available Cash for the Quarter ending June 30, 2009.

"*Economic Risk of Loss*" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"*Electing Party*" has the meaning set forth in Section 5.12(b)(vii)(B) of this Agreement.

"*Eligible Citizen*" means a Person qualified to own interests in real property in jurisdictions in which any Group Member does business or proposes to do business from time to time, and whose status as a Limited Partner or Assignee the General Partner determines does not or would not subject such Group Member to a significant risk of cancellation or forfeiture of any of its properties or any interest therein.

"*Eligible Investments*" means

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities);

(3) certificates of deposit and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of $500 million and a Thomson Bank Watch Rating of "B" or better;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper or tax exempt obligations having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within one year after the date of acquisition; and

(6) money market funds at least 95% of the assets of which constitute cash equivalents of the kinds described in clauses (1) through (5) of this definition or a money market fund or a qualified investment fund given one of the two highest long-term ratings available from S&P or Moody's.

"*Employee Benefit Plans*" means any qualified or non-qualified plan of deferred compensation or other arrangement (whether or not covered by ERISA), plan or agreement providing compensation or incentives to current, future or retired officers, directors, employees or consultants for the performance of services.

"*EPC Notice to Proceed*" shall mean the "Notice to Proceed" issued under the 2011 EPC Contract.

"*Equity Securities Notice*" has the meaning assigned to such term in Section 5.12(b)(vii)(A).

"*Equity Security*" means any security or other instrument that has an option, right, warrant or appreciation right (including any phantom equity or any other instrument or obligation of the Partnership) which is based upon the value or performance of the Partnership. Equity Security includes any Unit and any interest junior, pari passu or senior to any such Unit. Whether any type of interest constitutes an Equity Security shall be determined in the good faith determination of the Board of Directors.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law, and all rules, regulations, rulings and interpretations adopted by the Internal Revenue Service or the Department of Labor thereunder.

"*Estimated Incremental Quarterly Tax Amount*" has the meaning assigned to such term in Section 6.10.

"*Event of Withdrawal*" has the meaning assigned to such term in Section 11.1(a).

"*Expansion Capital Expenditures*" means cash expenditures for Acquisitions or Capital Improvements. Expansion Capital Expenditures shall not include Maintenance Capital Expenditures or Investment Capital Expenditures. Expansion Capital Expenditures shall include interest (and related fees) on debt incurred and distributions on equity issued, in each case, to finance the construction or development of a Capital Improvement and paid during the period beginning on the date that the Partnership enters into a binding commitment to commence construction or development of a Capital Improvement and ending on the earlier to occur of the date that such Capital Improvement Commences Commercial Service and the date that such Capital Improvement is abandoned or disposed of. Debt incurred or equity issued to fund such construction period interest payments or such construction period distributions on equity paid during such period, shall also be deemed to be debt or equity, as the case may be, issued to finance the construction or development of a Capital Improvement.

"*FERC*" means the Federal Energy Regulatory Commission.

"*Final Subordinated Units*" has the meaning assigned to such term in Section 6.1(d)(xi).

"*First Liquidation Target Amount*" has the meaning assigned to such term in Section 6.1(c)(i)(D).

"*First Target Distribution*" means $0.489 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on the last day of the Quarter in which the Closing Date occurred, it means the product of $0.489 multiplied by a fraction, of which the numerator is the number of days in such period, and of which the denominator is the number of days in such Quarter), subject to adjustment in accordance with the definition of Initial Quarterly Distribution and Section 6.6 and Section 6.10.

"*Fully Diluted Basis*" means, when calculating the number of Outstanding Units for any period, a basis that includes, in addition to the Outstanding Units, all Partnership Securities and options, rights, warrants and appreciation rights relating to an equity interest in the Partnership (a) that are convertible into or exercisable or exchangeable for Units that are senior to or *pari passu* with the Subordinated Units, (b) whose conversion, exercise or exchange price is less than the Current Market Price on the date of such calculation, (c) that may be converted into or exercised or exchanged for such Units prior to or during the Quarter immediately following the end of the period for which the calculation is being made without the satisfaction of any contingency beyond the control of the holder other than the payment of consideration and the compliance with administrative mechanics applicable to such conversion, exercise or exchange and (d) that were not converted into or exercised or exchanged for such Units during the period for which the calculation is being made; *provided*, *however*, that for purposes of determining the number of Outstanding Units on a Fully Diluted Basis when calculating whether the Subordination Period has ended or the Subordinated Units are entitled to convert into Common Units pursuant to Section 5.7, such Partnership Securities, options, rights, warrants and appreciation rights shall be deemed to have been Outstanding Units only for the four Quarters that comprise the last four Quarters of the measurement period; *provided*, *further*, that if consideration will be paid to any Group Member in connection with such conversion, exercise or exchange, the number of Units to be included in such calculation shall be that number equal to the excess, if positive, of (i) the number of Units issuable upon such conversion, exercise or exchange over (ii) the number of Units that such consideration would purchase at the Current Market Price.

"*General Partner*" means Cheniere Energy Partners GP, LLC, a Delaware limited liability company, and its successors and permitted assigns that are admitted to the Partnership as general partner of the Partnership, in its capacity as general partner of the Partnership (except as the context otherwise requires).

"*General Partner Interest*" means the ownership interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it), which is evidenced by General Partner Units, and includes any and all benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement.

"*General Partner Preemptive Share*" is an amount of Partnership Securities to which the CEI Holder is entitled pursuant to Section 5.8;*provided, however*, that if the purchase price for the Partnership Securities is less than $10.00 per Common Unit (or below such amount for the Common Unit Equivalent) (as adjusted for splits and combinations), then the Outstanding Subordinated Units shall not be included in such calculation.

"*General Partner Unit*" means a fractional part of the General Partner Interest having the rights and obligations specified with respect to the General Partner Interest. A General Partner Unit is not a Unit.

"*Governmental Authority*" has the meaning set forth in the Unit Purchase Agreement.

"*Group*" means a Person that with or through any of its Affiliates or Associates has any agreement, contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power or disposing of any Partnership Interests with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

"*Group Member*" means a member of the Partnership Group.

"*Group Member Agreement*" means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company agreement of any Group Member that is a limited liability company, the certificate of incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, as such may be amended, supplemented or restated from time to time.

"*Holder*" as used in Section 7.12, has the meaning assigned to such term in Section 7.12(a).

"*Incentive Distribution Right*" means a non-voting Limited Partner Interest issued to the General Partner in connection with the transactions contemplated pursuant to the Contribution Agreement, which Limited Partner Interest will confer upon the holder thereof only the rights and obligations specifically provided in this Agreement with respect to Incentive Distribution Rights (and no other rights otherwise available to or other obligations of a holder of a Partnership Interest). Notwithstanding anything in this Agreement to the contrary, the holder of an Incentive Distribution Right shall not be entitled to vote such Incentive Distribution Right on any Partnership matter except as may otherwise be required by law.

"*Incentive Distributions*" means any amount of cash distributed to the holders of the Incentive Distribution Rights pursuant to Section 6.4(a)(v), Section 6.4(a)(vi) and Section 6.4(a)(vii), Section 6.4(b)(iii), Section 6.4(b)(iv) and Section 6.4(b)(v).

"*Incremental Income Taxes*" has the meaning assigned to such term in Section 6.10.

"*Indemnified Persons*" has the meaning assigned to such term in Section 7.12(d).

"*Indemnitee*" means (a) the General Partner, (b) any Departing General Partner, (c) any Person who is or was an Affiliate of the General Partner or any Departing General Partner, (d) any Person who is or was a member, manager, partner, director, officer, fiduciary or trustee of any Group Member (other than any Person who is or was a Limited Partner of the Partnership in such Person's capacity as such), the General Partner or any Departing General Partner or any Affiliate of any Group Member, the General Partner or any Departing General Partner, (e) any Person who is or was serving at the request of the General Partner or any Departing General Partner or any Affiliate of the General Partner or any Departing General Partner as an officer, director, member, manager, partner, fiduciary or trustee of another Person; *provided* that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (f) any Person the General Partner designates as an "Indemnitee" for purposes of this Agreement.

"*Ineligible Holder*" has the meaning assigned to such term in Section 4.11.

"*Initial Common Unit*" means a Common Unit sold in the Initial Public Offering.

"*Initial Limited Partners*" means Cheniere LNG Holdings, the General Partner (with respect to the Incentive Distribution Rights received by it pursuant to Section 5.2(a)), and the Underwriters upon issuance by the Partnership of Common Units as described in Section 5.3 in connection with the Initial Public Offering.

"*Initial Public Offering*" means the initial public offering and sale of Common Units to the public, as described in the Registration Statement.

"*Initial Quarterly Distribution*" means $0.425 per Unit per Quarter (or with respect to the period commencing on the Closing Date and ending on the last day of the Quarter in which the Closing Date occurred, it means the product of $0.425 multiplied by a fraction of which the numerator is the number of days in such period and of which the denominator is the number of days in such Quarter), subject to adjustment in accordance with Section 6.6 and Section 6.10.

"*Initial Unit Price*" means (a) with respect to the Common Units and the Subordinated Units, the initial public offering price per Common Unit at which the Underwriters offered the Common Units for sale to the public as set forth on the cover page of the prospectus included as part of the Registration Statement and first issued at or after the time the Registration Statement first became effective; or (b) with respect to any other class or series of Units, the price per Unit at which such class or series of Units is initially sold by the Partnership, as determined by the General Partner, in each case adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of Units.

"*Interim Capital Transactions*" means the following transactions if they occur prior to the Liquidation Date: (a) borrowings, refinancings or refundings of indebtedness (other than Working Capital Borrowings and other than for items purchased on open account in the ordinary course of business) by any Group Member and sales of debt securities of any Group Member; (b) sales of equity interests of any Group Member (excluding any such sales to the extent the proceeds thereof are placed in the Distribution Reserve Account); (c) sales or other voluntary or involuntary dispositions of any assets of any Group Member other than (i) sales or other dispositions of inventory, accounts receivable and other assets in the ordinary course of business,

and (ii) sales or other dispositions of assets as part of normal retirements or replacements; (d) the termination of Commodity Hedge Contracts or interest rate swap agreements prior to the termination date otherwise specified therein; (e) capital contributions received; and (f) corporate reorganizations or restructurings.

"*Investment Capital Expenditures*" means capital expenditures other than Maintenance Capital Expenditures and Expansion Capital Expenditures.

"*Investor*" has the meaning assigned to such term in the Investors' and Registration Rights Agreement.

"*Investor Approval Period*" has the meaning assigned to such term in the Investors' and Registration Rights Agreement.

"Investors' and Registration Rights Agreement" means that certain Investors' and Registration Rights Agreement, dated as of July 31, 2012, among CEI, the General Partner, the Partnership, Cheniere LNG Terminals or an Affiliate thereof, Purchaser and the other Investors named therein, as amended from time to time.

"*Issue Price*" means the price at which a Unit is purchased from the Partnership, after taking into account any sales commission or underwriting discount charged to the Partnership and after taking into account any other form of discount with respect to the price at which a Unit is purchased from the Partnership; *provided, however*, that in the case of the Class B Units, the Issue Price shall be the Class B Issue Price.

"*Letter Agreement*" means that certain letter agreement, dated as of November 9, 2006, among Sabine Pass LNG, Cheniere Marketing and Cheniere LNG, Inc. regarding the J&S Cheniere S.A. Option Agreement.

"*Limited Partner*" means, unless the context otherwise requires, (a) the Organizational Limited Partner prior to its withdrawal from the Partnership, each Initial Limited Partner, each Substituted Limited Partner, each Additional Limited Partner and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3(b), in each case, in such Person's capacity as a limited partner of the Partnership or (b) solely for purposes of Articles Article V, Article VI, Article VII, Article IX and Article XII, each Assignee; *provided*, *however*, that when the term "Limited Partner" is used herein in the context of any vote or other approval, including Articles Article XIII and Article XIV, such term shall not, solely for such purpose, include any holder of an Incentive Distribution Right (solely with respect to its Incentive Distribution Rights and not with respect to any other Limited Partner Interest held by such Person) except as may otherwise be required by law.

"*Limited Partner Interest*" means the ownership interest of a Limited Partner or Assignee in the Partnership, which may be evidenced by Common Units, Class B Units, Subordinated Units, Incentive Distribution Rights or other Partnership Securities or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner or Assignee is entitled as provided in this Agreement, together with all obligations of such Limited Partner or Assignee to comply with the terms and provisions of this Agreement; *provided*, *however*, that when the term "Limited Partner Interest" is used herein in the context of any vote or other approval, including Articles XIII and XIV, such term shall not, solely for such purpose, include any Incentive Distribution Right except as may be required by law.

"*Limited Partner Unit*" means each of the Common Units, Class B Units, Subordinated Units and other Units representing fractional parts of the Partnership Interests of all Limited Partners and Assignees (but shall not include the Incentive Distribution Rights).

"*Liquefaction Project*" means the liquefaction facilities developed or to be developed, owned and operated by Sabine Pass Liquefaction at a site adjacent to the liquefied natural gas terminal in Cameron Parish, Louisiana, including Train 1, Train 2, Train 3 and Train 4 (as applicable), and the related facilities, equipment and activities incidental thereto.

"*Liquidation Date*" means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (b) of the first sentence of Section 12.2, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made, and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

"*Liquidator*" means one or more Persons selected by the General Partner, pursuant to Section 12.3, to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

"*LNG*" means liquefied natural gas.

"*LNG Sale and Purchase Agreements*" means agreements under which customers have committed to purchase quantities of LNG.

"*Maintenance Capital Expenditures*" means cash expenditures (including expenditures for the addition or improvement to the asset base owned by any Group Member or for the acquisition of existing, or the construction or development of new, capital assets) if such expenditures are made to maintain, including over the long term, the operating capacity or asset base of the Partnership Group. Maintenance Capital Expenditures shall not include (a) Expansion Capital Expenditures or (b) Investment Capital Expenditures. Maintenance Capital Expenditures shall include interest (and related fees) on debt incurred and distributions on equity issued, in each case, to finance the construction or development of a replacement asset and paid during the period beginning on the date that the Partnership enters into a binding obligation to commence constructing or developing a replacement asset and ending on the earlier to occur of the date that such replacement asset Commences Commercial Service and the date that such replacement asset is abandoned or disposed of. Debt incurred to pay or equity issued to fund construction or development period interest payments, or such construction or development period distributions on equity, shall also be deemed to be debt incurred or equity, as the case may be, issued to finance the construction or development of a replacement asset.

"*Management Services Agreements*" means, collectively, the Management Services Agreement, dated February 25, 2006, between Sabine Pass LNG and Sabine Pass LNG-GP, Inc. and the Management Services Agreement, dated September 1, 2006, between Sabine Pass LNG-GP, Inc. and Cheniere LNG Terminals.

"*Mandatory Conversion Date*" has the meaning assigned to such term in Section 5.12(b)(vi)(A).

"*Measurement Date*" means October 1, 2014.

"*Merger Agreement*" has the meaning assigned to such term in Section 14.1.

"*MMBtu*" means million British thermal units.

"*Moody's*" means Moody's Investors Services, Inc.

"*National Securities Exchange*" means an exchange registered with the Commission under Section 6(a) of the Securities Exchange Act, and any successor to such statute.

"*Net Agreed Value*" means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Partner or Assignee by the Partnership, the Partnership's Carrying Value of such property (as adjusted pursuant to Section 5.5(d)(ii)) at the time such property is distributed, reduced by any indebtedness either assumed by such Partner or Assignee upon such distribution or to which such property is subject at the time of distribution, in either case, as determined under Section 752 of the Code.

"*Net Income*" means, for any taxable year, the excess, if any, of the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year over the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year. The items included in the calculation of Net Income shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 5.12(b)(iv) or Section 6.1(d) or; *provided*, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made as if Section 6.1(d)(xii) were not in this Agreement.

"*Net Loss*" means, for any taxable year, the excess, if any, of the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year over the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 6.1(d); *provided*, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made as if Section 6.1(d)(xii) were not in this Agreement.

"*Net Positive Adjustments*" means, with respect to any Partner, the excess, if any, of the total positive adjustments over the total negative adjustments made to the Capital Account of such Partner pursuant to Book-Up Events and Book-Down Events.

"*Net Termination Gain*" means, for any taxable year, the sum, if positive, of all items of income, gain, loss or deduction recognized by the Partnership (i) after the Liquidation Date and (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership in a single transaction or a series of related transactions. The items included in the determination of Net Termination Gain shall be determined in accordance with Section 5.5(b) and shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

"*Net Termination Loss*" means, for any taxable year, the sum, if negative, of all items of income, gain, loss or deduction recognized by the Partnership (i) after the Liquidation Date and (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership in a single transaction or a series of related transactions. The items included in the determination of Net Termination Loss shall be determined in accordance with Section 5.5(b) and shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

"*Non-citizen Assignee*" means a Person whom the General Partner has determined does not constitute an Eligible Citizen and as to whose Partnership Interest the General Partner has become the Substituted Limited Partner, pursuant to Section 4.9.

"*Nonrecourse Built-in Gain*" means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b)(i)(A), Section 6.2(b)(ii)(A) and Section 6.2(b)(iii) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

"*Nonrecourse Deductions*" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"*Nonrecourse Liability*" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"*Notice of Election to Purchase*" has the meaning assigned to such term in Section 15.1(b).

"*O&M Agreement*" means the Operation and Maintenance Agreement, dated February 25, 2005, between O&M Services and Sabine Pass LNG.

"*O&M Services*" means Cheniere LNG O&M Services, L.P., a Delaware limited partnership.

"*Operating Expenditures*" means all Partnership Group expenditures (or the Partnership's proportionate share of expenditures in the case of Subsidiaries that are not wholly owned), including, but not limited to, taxes, payments to the General Partner in reimbursement of expenses incurred by the General Partner on behalf of the Partnership Group, non-Pro Rata repurchases of Units, repayment of Working Capital Borrowings, debt service payments, interest payments, payments made in the ordinary course of business under Commodity Hedge Contracts (excluding payments made in connection with any termination of a Commodity Hedge Contract

prior to its stated expiration or termination date), *provided* that with respect to amounts paid in connection with the initial purchase or placing of a Commodity Hedge Contract, such amount(s) shall be amortized over the expected term of the applicable Commodity Hedge Contract and, if earlier, upon its termination, and Maintenance Capital Expenditures, subject to the following:

(a) repayment of Working Capital Borrowings deducted from Operating Surplus pursuant to clause (b)(iii) of the definition of Operating Surplus shall not constitute Operating Expenditures when actually repaid;

(b) payments (including prepayments) of principal of and premium on indebtedness other than Working Capital Borrowings shall not constitute Operating Expenditures; and

(c) Operating Expenditures shall not include (i) Expansion Capital Expenditures, (ii) Investment Capital Expenditures, (iii) payment of transaction expenses (including taxes) relating to Interim Capital Transactions, (iv) distributions to Partners, (v) non-Pro Rata repurchases of Units of any class made with the proceeds of an Interim Capital Transaction or (vi) CTPL Expenditures. Where capital expenditures are made in part for Expansion Capital Expenditures and in part for other purposes, the General Partner, with the concurrence of the Conflicts Committee, shall determine the allocation between the amounts paid for each.

"*Operating Surplus*" means, with respect to any period ending prior to the Liquidation Date, on a cumulative basis and without duplication,

(a) the sum of (i) $30 million, (ii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) for the period beginning on the Closing Date and ending on the last day of such period, but excluding cash receipts from Interim Capital Transactions, (iii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) after the end of such period but on or before the date of determination of Operating Surplus with respect to such period resulting from Working Capital Borrowings, (iv) all cash distributions from the Distribution Reserve Account, including cash in the Distribution Reserve Account released in accordance with Section 5.11(d) and Section 5.11(e), and (v) the amount of distributions paid on equity issued in connection with the construction or development of a Capital Improvement or replacement assets and paid during the period beginning on the date that the Partnership enters into a binding commitment to commence construction or development of such Capital Improvement or replacement asset and ending on the earlier to occur of the date that such Capital Improvement or replacement asset Commences Commercial Service and the date that it is abandoned or disposed of (equity issued to fund the construction period interest payments on debt incurred (including periodic net payments under related interest rate swap agreements), or construction period distributions on equity issued, to finance the construction of a Capital Improvement or replacement asset shall also be deemed to be equity issued to finance the construction or development of a Capital Improvement or replacement asset for purposes of this clause (v)), less

(b) the sum of (i) Operating Expenditures for the period beginning on the Closing Date and ending on the last day of such period, (ii) subject to Section 5.11(b), the amount of cash reserves (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) established by the General Partner to provide funds for future Operating Expenditures and (iii) all Working Capital Borrowings not repaid within twelve months after having been incurred or repaid within such twelve-month period with the proceeds of additional Working Capital Borrowings;

provided, *however*, that disbursements made (including contributions to a Group Member or disbursements on behalf of a Group Member) or cash reserves established, increased or reduced after the end of such period but on or before the date of determination of Available Cash with respect to such period shall be deemed to have been made, established, increased or reduced, for purposes of determining Operating Surplus, within such period if the General Partner so determines.

Notwithstanding the foregoing, "*Operating Surplus*" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"*Opinion of Counsel*" means a written opinion of counsel (who may be regular counsel to the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner.

"*Optional Conversion Date*" has the meaning assigned to such term in Section 5.12(b)(vi)(B).

"*Organizational Limited Partner*" means Cheniere LNG Holdings in its capacity as the organizational limited partner of the Partnership pursuant to this Agreement.

"*Outstanding*" means, with respect to Partnership Securities, all Partnership Securities that are issued by the Partnership and reflected as outstanding on the Partnership's books and records as of the date of determination; provided, however, that if at any time any Person or Group (other than the General Partner and its Affiliates) beneficially owns 20% or more of the Outstanding Partnership Securities of any class then Outstanding, all Partnership Securities owned by such Person or Group shall not be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Units so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Units shall not, however, be treated as a separate class of Partnership Securities for purposes of this Agreement); provided, further, that the foregoing limitation shall not apply to (i) any Person or Group who acquired 20% or more of the Outstanding Partnership Securities of any class then Outstanding directly from the General Partner or its Affiliates, (ii) any Person or Group who acquired 20% or more of the Outstanding Partnership Securities of any class then Outstanding directly or indirectly from a Person or Group described in clause (i) provided that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply, or (iii) any Person or Group who acquired 20% or more of any Partnership Securities issued by the Partnership with the prior approval of the Board of Directors (which includes any Class B Units issued hereunder and the underlying Common Units issued upon conversion thereof pursuant to Section 5.12).

"*Over-Allotment Option*" means the over-allotment option granted to the Underwriters by the Selling Unitholder pursuant to the Underwriting Agreement.

"*Partner*" means a General Partner or a Limited Partner and Assignees thereof, if applicable.

"*Partner Nonrecourse Debt*" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"*Partner Nonrecourse Debt Minimum Gain*" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

"*Partner Nonrecourse Deductions*" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

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

"*Partnership Group*" means the Partnership and its Subsidiaries treated as a single entity.

"*Partnership Interest*" means an interest in the Partnership, which shall include the General Partner Interest and Limited Partner Interests.

"*Partnership Minimum Gain*" means that amount determined in accordance with the principles of Treasury Regulation Section 1.704-2(d).

"*Partnership Security*" means any class or series of equity interest in the Partnership (but excluding any options, rights, warrants and appreciation rights relating to an equity interest in the Partnership), including Common Units, Class B Units, Subordinated Units, General Partner Units and Incentive Distribution Rights.

"*Per Unit Capital Amount*" means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any Unit held by a Person other than the General Partner or any Affiliate of the General Partner who holds Units.

"*Percentage Interest*" means as of any date of determination (a) as to the General Partner with respect to General Partner Units and as to any Unitholder or Assignee with respect to Units, the product obtained by multiplying (i) 100% less the percentage applicable to clause (b) below by (ii) the quotient obtained by dividing (A) the number of General Partner Units held by the General Partner or the number of Units held by such Unitholder or Assignee, as the case may be, by (B) the total number of all Outstanding Units as of such date of determination and all General Partner Units, and (b) as to the holders of additional Partnership Securities issued by the Partnership in accordance with Section 5.6, the percentage for each Partnership Security as determined by the General Partner as a part of such issuance. The Percentage Interest with respect to an Incentive Distribution Right shall at all times be zero. Solely for purposes of Sections 5.8 and 5.12(b)(vii), and the determination of the General Partner Preemptive Share and Purchaser Preemptive Share, prior to the conversion of all Class B Units, the Percentage Interest

of the General Partner and it Affiliates shall be calculated and determined based on (i) Outstanding Units (including the total Outstanding and owned by the General Partner and its Affiliates) with the number of Class B Units determined on an as-converted basis, and (ii) the Outstanding General Partner Units being deemed to include any General Partner Units issuable in accordance with Sections 5.12(b)(iii) and 5.12(b)(vi)(E) upon such issuance of Class B Units or conversion of Class B Units at such applicable time.

"*Person*" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

"*Plan of Conversion*" has the meaning set forth in Section 14.1 of this Agreement.

"*Preemptive Share*" means (x) with respect to the Purchaser, the Purchaser Preemptive Share and (y) with respect to the General Partner, the General Partner Preemptive Share.

"*Pro Rata*" means (a) when used with respect to Units or any class thereof, apportioned equally among all designated Units in accordance with their relative Percentage Interests, (b) when used with respect to Partners and Assignees or Record Holders, apportioned among all Partners and Assignees or Record Holders in accordance with their relative Percentage Interests and (c) when used with respect to holders of Incentive Distribution Rights, apportioned equally among all holders of Incentive Distribution Rights in accordance with the relative number or percentage of Incentive Distribution Rights held by each such holder.

"*Proposed Treasury Regulations*" means the regulations proposed by the U.S. Department of the Treasury under the Code, prior to the date hereof.

"*Purchase Date*" means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

"*Purchaser*" means Blackstone CQP Holdco LP, a Delaware limited partnership, and any Person to whom the Purchaser is permitted to assign its rights as "Purchaser" pursuant to the Investors' and Registration Rights Agreement.

"*Purchaser Class B Final Funding Date*" means the date on which the issuance of Class B Units results in the full satisfaction of the Purchaser's obligations to purchase Class B Units under the Unit Purchase Agreement.

"*Purchaser Class B Initial Funding Date*" means August 9, 2012.

"*Purchaser Class B Units*" means the Purchaser Initial Class B Units and the Remaining Units.

"*Purchaser Class B Weighted Average Funding Period*" means (X) the sum of the products of (A) the number of days that passed between the Purchaser Class B Initial Funding Date and the date of any subsequent funding by the Purchaser with respect to the Remaining Units pursuant to the terms of the Unit Purchase Agreement and (B) the dollars funded by the Purchaser in any such subsequent funding, divided by (Y) $1,000,000,000.

"*Purchaser Directors*" means the three members appointed to the Board of Directors by the Purchaser on the Purchaser Class B Initial Funding Date, as such Persons may be replaced from time to time.

"*Purchaser Initial Class B Units*" means the 33,333,334 Class B Units issued to the Purchaser on the Purchaser Class B Initial Funding Date pursuant to the Unit Purchase Agreement.

"*Purchaser Preemptive Share*" means an amount of Equity Securities equal to the product of (A) the total number of Equity Securities contemplated by an Equity Securities Notice *multiplied by* (B) the quotient of (a) the sum of (1) all Outstanding Units held by the Purchaser and its Affiliates at the applicable time (calculated as if all convertible Equity Securities were converted at the applicable time and based upon the Common Unit Equivalent of any other Equity Securities) *plus* (2) all Remaining Units that are not Outstanding (in each case, calculated as if all convertible Equity Securities to be issued were converted at the applicable time and based upon the Common Unit Equivalent of any other Equity Securities) *divided by* (b) the sum of (1) the total Outstanding Units of the Partnership at the applicable time*plus* (2) all Remaining Units that are not Outstanding (calculated as if all convertible Equity Securities to be issued were converted at the applicable time and based upon the Common Unit Equivalent of any other Equity Securities); *provided, however*, that if the purchase price for the Equity Securities is less than $10.00 per Common Unit (or below such amount for the Common Unit Equivalent)(as adjusted for splits and combinations), then the Outstanding Subordinated Units shall not be included in such calculation.

"*Quarter*" means, unless the context requires otherwise, a fiscal quarter of the Partnership, or, with respect to the fiscal quarter of the Partnership including the Closing Date, the portion of such fiscal quarter after the Closing Date.

"*Recapture Income*" means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

"*Record Date*" means any date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Limited Partners or entitled to vote by ballot or give approval of Partnership action in writing without a meeting or entitled to exercise rights in respect of any lawful action of Limited Partners or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

"*Record Holder*" means the Person in whose name a Unit is registered on the books of the Transfer Agent as of the opening of business on a particular Business Day, or with respect to other Partnership Interests, the Person in whose name any such other Partnership Interest is registered on the books that the General Partner has caused to be kept as of the opening of business on such Business Day.

"*Redeemable Interests*" means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.10.

"*Registration Statement*" means the Registration Statements on Form S-1 (File Nos. 333-139572 and 333-141456), as they have been or as they may be amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Public Offering.

"*Remaining Net Positive Adjustments*" means as of the end of any taxable period, (i) with respect to the Unitholders holding Common Units, Class B Units or Subordinated Units, the excess of (a) the Net Positive Adjustments of the Unitholders holding Common Units, Class B Units or Subordinated Units as of the end of such period over (b) the sum of those Partners' Share of Additional Book Basis Derivative Items for each prior taxable period, (ii) with respect to the General Partner (as holder of the General Partner Units), the excess of (a) the Net Positive Adjustments of the General Partner as of the end of such period over (b) the sum of the General Partner's Share of Additional Book Basis Derivative Items with respect to the General Partner Units for each prior taxable period, and (iii) with respect to the holders of Incentive Distribution Rights, the excess of (a) the Net Positive Adjustments of the holders of Incentive Distribution Rights as of the end of such period over (b) the sum of the Share of Additional Book Basis Derivative Items of the holders of the Incentive Distribution Rights for each prior taxable period.

"*Remaining Units*" means the 66,666,666 Class B Units as referenced in the Unit Purchase Agreement, as if such Class B Units were issued and Outstanding on the Purchaser Class B Initial Funding Date and as such Class B Units are adjusted over time ending on the Purchaser Class B Final Funding Date pursuant to Sections 5.12(b)(ii) and 5.12(b)(ix). The purchase price for each Purchaser Class B Unit shall be the Class B Issue Price regardless of the number of Class B Units actually issued.

"*Required Allocations*" means (a) any limitation imposed on any allocation of Net Losses or Net Termination Losses under Section 6.1(b) or Section 6.1(c)(ii) and (b) any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i), Section 6.1(d)(ii), Section 6.1(d)(iv), Section 6.1(d)(viii) or Section 6.1(d)(x).

"*Residual Gain*" or "*Residual Loss*" means any item of gain or loss, as the case may be, of the Partnership recognized for federal income tax purposes resulting from a sale, exchange or other disposition of a Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section 6.2(b)(i)(A) or Section 6.2(b)(ii)(A), respectively, to eliminate Book-Tax Disparities.

"*Retained Converted Subordinated Unit*" has the meaning assigned to such term in Section 5.5(c)(ii).

"*S&P*" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc.

"*Sabine Pass Liquefaction*" means Sabine Pass Liquefaction, LLC, a Delaware limited liability company, and its successors and assigns.

"*Sabine Pass LNG*" means Sabine Pass LNG, L.P., a Delaware limited partnership, and its successors and assigns

"*Second Liquidation Target Amount*" has the meaning assigned to such term in Section 6.1(c)(i)(E).

"*Second Target Distribution*" means $0.531 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on the last day of the Quarter in which the Closing Date occurred, it means the product of $0.531 multiplied by a fraction, of which the numerator is equal to the number of days in such period and of which the denominator is the number of days in such Quarter), subject to adjustment in accordance with the definition of Initial Quarterly Distribution and Section 6.6 and Section 6.10.

"*Secondment Agreement*" means the Services and Secondment Agreement, dated as of March 26, 2007, between O&M Services and the General Partner.

"*Securities Act*" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute.

"*Securities Exchange Act*" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute.

"*Selling Unitholder*" has the meaning assigned to such term in the Underwriting Agreement.

"*Services Agreement*" means the Services Agreement, dated as of the Closing Date, between the Partnership and Cheniere LNG Terminals.

"*Share of Additional Book Basis Derivative Items*" means in connection with any allocation of Additional Book Basis Derivative Items for any taxable period, (i) with respect to the Unitholders holding Limited Partner Units, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Unitholders' Remaining Net Positive Adjustments as of the end of such period bears to the Aggregate Remaining Net Positive Adjustments as of that time, (ii) with respect to the General Partner (as holder of the General Partner Units), the amount that bears the same ratio to such Additional Book Basis Derivative Items as the General Partner's Remaining Net Positive Adjustments as of the end of such period bears to the Aggregate Remaining Net Positive Adjustment as of that time, and (iii) with respect to the Partners holding Incentive Distribution Rights, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Remaining Net Positive Adjustments of the Partners holding the Incentive Distribution Rights as of the end of such period bears to the Aggregate Remaining Net Positive Adjustments as of that time.

"*Significant Event*" means any merger, consolidation or other combination of the Partnership or any of its Subsidiaries with another Person (other than to the extent permitted under Section 14.3(d) or a Subsidiary of the Partnership merging, consolidating or combining

with or into another wholly owned Subsidiary of the Partnership), or a sale of all or substantially all of the assets of the Partnership in each case prior to the Actual Conversion Date with respect to the last Outstanding Class B Unit (whether such sale is a single transaction or multiple transactions intended to dispose of substantially all of the Partnership's assets).

"*Special Approval*" means approval by a majority of the members of the Conflicts Committee acting in good faith.

"*Subordinated Unit*" means a Unit representing a fractional part of the Partnership Interests of all Limited Partners and Assignees having the rights and obligations specified with respect to Subordinated Units in this Agreement. The term "Subordinated Unit" does not include a Common Unit or a Class B Unit. A Subordinated Unit that is convertible into a Common Unit shall not constitute a Common Unit until such conversion occurs.

"*Subordination Period*" means the period commencing on the Closing Date and ending on the first to occur of the following dates:

(a) the first date on which there are no longer any Outstanding Subordinated Units due to the automatic conversion of the Subordinated Units into Common Units pursuant to Section 5.7; and

(b) the date on which the General Partner is removed as general partner of the Partnership upon the requisite vote by holders of Outstanding Units under circumstances where Cause does not exist and no Units held by the General Partner and its Affiliates are voted in favor of such removal.

"*Subsidiary*" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"*Substituted Limited Partner*" means a Person who is admitted as a Limited Partner to the Partnership pursuant to Section 10.2 in place of and with all the rights of a Limited Partner and who is shown as a Limited Partner on the books and records of the Partnership.

"*Surviving Business Entity*" has the meaning assigned to such term in Section 14.2(b).

"*Tax Certificate*" means the certificate described in Section 4.11.

"*Tax Sharing Agreement*" means the Tax Sharing Agreement, dated as of November 9, 2006, between Sabine Pass LNG and Cheniere Energy, Inc.

"*Third Liquidation Target Amount*" has the meaning assigned to such term in Section 6.1(c)(i)(F).

"*Third Target Distribution*" means $0.638 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on the last day of the Quarter in which the Closing Date occurred, it means the product of $0.638 multiplied by a fraction, of which the numerator is equal to the number of days in such period and of which the denominator is the number of days in such Quarter), subject to adjustment in accordance with the definition of Initial Quarterly Distribution and Section 6.6 and Section 6.10.

"*Trading Day*" means, for the purpose of determining the Current Market Price of any class of Limited Partner Interests, a day on which the principal National Securities Exchange on which such class of Limited Partner Interests are listed is open for the transaction of business or, if Limited Partner Interests of a class are not listed on any National Securities Exchange, a day on which banking institutions in New York City generally are open.

"*Train*" means an LNG production train located at the Liquefaction Project.

"*Train 1*" means the first Train that is commercially operable, as notified by Sabine Pass Liquefaction to the relevant customer of Sabine Pass Liquefaction, or expected by Sabine Pass Liquefaction to be commercially operable, with a nominal production capacity of at least 182.5 MMBtu per annum of LNG.

"*Train 2*" means the second Train that is commercially operable after Train 1, as notified by Sabine Pass Liquefaction to the relevant customer of Sabine Pass Liquefaction, or expected by Sabine Pass Liquefaction to be commercially operable after Train 1, with a nominal production capacity of at least 219.0 MMBtu per annum of LNG.

"*Train 3*" means the third Train that is commercially operable after Train 2, as notified by Sabine Pass Liquefaction to the relevant customer of Sabine Pass Liquefaction, or expected by Sabine Pass Liquefaction to be commercially operable after Train 2, with a nominal production capacity of at least 216.5 MMBtu per annum of LNG.

"*Train 3 Condition*" shall mean each of the following with regard to solely Train 3: (i) the Board of Directors shall have approved the issuance of the notice to proceed under the engineering, procurement and construction agreement for Train 3 and (ii) the debt and equity financing commitments are bona fide as determined by the Board of Directors and are sufficient to construct Train 3 in order to satisfy the relevant LNG Sale and Purchase Agreements for Train 3 or any replacement LNG Sale and Purchase Agreements on economic terms no less favorable to the Partnership Group and with a counterparty with an equal or superior credit rating.

"*Train 3 Notice to Proceed*" means the notice to proceed as set forth in an engineering, procurement and construction agreement for Train 3.

"*Train 3 Substantial Completion Date*" means the date of substantial completion as set forth in an engineering, procurement and construction agreement for Train 3.

"*Train 4*" means the fourth Train that is commercially operable after Train 3, as notified by Sabine Pass Liquefaction to the relevant customer of Sabine Pass Liquefaction, or expected by Sabine Pass Liquefaction to be commercially operable after Train 3, with a nominal production capacity of at least 216.0 MMBtu per annum of LNG.

"*Train 4 Condition*" shall mean each of the following with regard to solely Train 4: (i) the Board of Directors shall have approved the issuance of the notice to proceed under the engineering, procurement and construction agreement for Train 4 and (ii) the debt and equity financing commitments are bona fide as determined by the Board of Directors and are sufficient to construct Train 4 in order to satisfy the relevant LNG Sale and Purchase Agreements for Train 4 or any replacement LNG Sale and Purchase Agreements on economic terms no less favorable to the Partnership Group and with a counterparty with an equal or superior credit rating.

"*Train 4 Substantial Completion Date*" means the date of substantial completion as set forth in an engineering, procurement and construction agreement for Train 4.

"*Transfer*" has the meaning assigned to such term in Section 4.4(a).

"*Transfer Agent*" means such bank, trust company or other Person (including the General Partner or one of its Affiliates) and as shall be appointed from time to time by the General Partner to act as registrar and transfer agent for the Common Units; *provided*, that if no Transfer Agent is specifically designated for any other Partnership Securities, the General Partner shall act in such capacity.

"*Transfer Application*" means an application and agreement for transfer of Units in the form set forth on the back of a Certificate or in a form substantially to the same effect in a separate instrument.

"Treasury Securities" means securities issued or directly and fully guaranteed or insured by the United States government or instrumentality of the United States government (provided that the full faith and credit of the United States is pledged in support of those securities).

"*Underwriter*" means each Person named as an underwriter in Schedule I to the Underwriting Agreement who purchases Common Units pursuant thereto.

"*Underwriting Agreement*" means that certain Underwriting Agreement dated as of March 20, 2007 among the Underwriters, the Partnership, the General Partner and the other parties thereto, providing for the purchase of Common Units by the Underwriters.

"*Unit*" means a Partnership Security that is designated as a "Unit" and shall include Common Units, Class B Units and Subordinated Units but shall not include (i) General Partner Units (or the General Partner Interest represented thereby) or (ii) Incentive Distribution Rights.

"*Unit Majority*" means (a) during the Subordination Period, at least (i) a majority of the Outstanding Common Units and Class B Units (excluding Outstanding Common Units and CEI Class B Units owned by the General Partner and its Affiliates (other than the Purchaser)) voting as a class as set forth in Section 5.12(b)(v) and at least (ii) a majority of the Outstanding Subordinated Units voting as a single class, and (b) after the end of the Subordination Period, at least a majority of the Outstanding Common Units and Class B Units voting as a single class.

"*Unit Purchase Agreement*" means that certain Unit Purchase Agreement, dated as of May 14, 2012, by and among the Partnership, CEI and the Purchaser.

"*Unitholders*" means the holders of Units.

"*Unpaid IQD*" has the meaning assigned to such term in Section 6.1(c)(i)(B).

"*Unrealized Gain*" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date (as determined under Section 5.5(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date).

"*Unrealized Loss*" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date) over (b) the fair market value of such property as of such date (as determined under Section 5.5(d)).

"*Unrecovered Initial Unit Price*" means at any time, with respect to a Unit, the Initial Unit Price less the sum of all distributions constituting Capital Surplus theretofore made in respect of an Initial Common Unit, and any distributions of cash (or the Net Agreed Value of any distributions in kind) in connection with the dissolution and liquidation of the Partnership theretofore made in respect of an Initial Common Unit, adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of such Units.

"*U.S. GAAP*" means United States generally accepted accounting principles consistently applied.

"*Weighted Average Interest Rate of Debt*" means an amount equal to (X) the sum of the product of (A) the dollar amount of any debt commitment and (B) the interest rate of such debt commitment (and if floating, the interest rate to be used will consider the swap equivalent to convert the floating rate to fixed rate) divided by (Y) the aggregate dollar amount of all debt commitments for Train 1, Train 2, Train 3 and Train 4, as applicable.

"*Withdrawal Opinion of Counsel*" has the meaning assigned to such term in Section 11.1(b).

"*Working Capital Borrowings*" means borrowings used solely for working capital purposes or to pay distributions to Partners, made pursuant to a credit facility, commercial paper facility or similar financing arrangement; *provided* that when incurred it is the intent of the borrower to repay such borrowings within 12 months from other than additional Working Capital Borrowings.

Section 1.2 *Construction*.

Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include", "includes", "including" and words of like import shall be deemed to be followed by the words "without limitation"; and (d) the terms "hereof", "herein" and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II

ORGANIZATION

Section 2.1 *Formation*.

The General Partner and the Organizational Limited Partner have previously formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act and previously entered into that certain First Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., dated as of March 26, 2007 and Second Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., dated as of June 11, 2012. The purpose of this Third Amended and Restated Agreement of Limited Partnership is (i) to modify certain provisions in connection with the issuance of the Purchaser Initial Class B Units on the Purchaser Class B Initial Funding Date and (ii) to make other miscellaneous revisions. This amendment and restatement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 2.2 *Name*.

The name of the Partnership shall be "Cheniere Energy Partners, L.P." The Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.*

Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808-1645, and the registered agent for service of process on the Partnership in the

State of Delaware at such registered office shall be Corporation Service Company. The principal office of the Partnership shall be located at 700 Milam Street, Suite 800, Houston, Texas 77002, or such other place as the General Partner may from time to time designate by notice to the Limited Partners, by any reasonable means (including posting on the Partnership's website). The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner shall determine necessary or appropriate. The address of the General Partner shall be 700 Milam Street, Suite 800, Houston, Texas 77002, or such other place as the General Partner may from time to time designate by notice, by any reasonable means (including posting on the Partnership's website).

Section 2.4 *Purpose and Business.*

The purpose and nature of the business to be conducted by the Partnership shall be (a) to engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner and in any event that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act, and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and (b) to do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member; *provided*, *however*, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law and notwithstanding any obligation existing at law or in equity: the General Partner shall have no duty or obligation to propose or approve, and the General Partner may decline to propose or approve, the conduct by the Partnership of any business free of any fiduciary or other duty or obligation whatsoever to the Partnership, any Limited Partner or Assignee; and, in declining to so propose or approve the General Partner, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity.

Section 2.5 *Powers*.

The Partnership shall be empowered to do any and all acts and things necessary or appropriate for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 *Power of Attorney*.

(a) Each Limited Partner and each Assignee hereby constitutes and appoints the General Partner and, if a Liquidator shall have been selected pursuant to Section 12.3, the Liquidator, severally (and any successor to the Liquidator by merger, transfer, assignment, election or otherwise) and each of their authorized officers and attorneys-in-fact, as the case may be, with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) all certificates, documents and other instruments (including this Agreement and the Certificate of Limited Partnership and all amendments or restatements hereof or thereof) that the General Partner or the Liquidator determines to be necessary or appropriate to form, qualify or continue the existence or qualification of the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property; (B) all certificates, documents and other instruments that the General Partner or the Liquidator determines to be necessary or appropriate to reflect, in accordance with its terms, any amendment, change, modification or restatement of this Agreement; (C) all certificates, documents and other instruments (including conveyances and a certificate of cancellation) that the General Partner or the Liquidator determines to be necessary or appropriate to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement; (D) all certificates, documents and other instruments relating to the admission, withdrawal, removal or substitution of any Partner pursuant to, or other events described in, Article IV, Article X, Article XI or Article XII; (E) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of any class or series of Partnership Securities issued pursuant to Section 5.6; and (F) all certificates, documents and other instruments (including agreements and a certificate of merger or conversion) relating to a merger, consolidation or conversion of the Partnership pursuant to Article XIV; and

(ii) execute, swear to, acknowledge, deliver, file and record all ballots, consents, approvals, waivers, certificates, documents and other instruments that the General Partner or the Liquidator determines to be necessary or appropriate to (A) make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by the Partners hereunder or is consistent with the terms of this Agreement or (B) effectuate the terms or intent of this Agreement; *provided*, that when required by Section 13.3 or any other provision of this Agreement that establishes a percentage of the Limited Partners or of the Limited Partners of any class or series required to vote on, consent to or approve the taking of any action, the General Partner and the Liquidator may exercise the power of attorney made in this Section 2.6(a)(ii) only after the necessary vote, consent or approval of the Limited Partners or of the Limited Partners of such class or series, as applicable.

Nothing contained in this Section 2.6(a) shall be construed as authorizing the General Partner to amend this Agreement except in accordance with Article XIII or as may be otherwise expressly provided for in this Agreement.

(b) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and, to the maximum extent permitted by law, not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of any Limited Partner or Assignee and the transfer of all or any portion of such Limited Partner's or Assignee's Partnership Interest and shall extend to such Limited Partner's or Assignee's heirs, successors, assigns and personal representatives. Each such Limited Partner or Assignee hereby agrees to be bound by any representation made by the General Partner or the Liquidator acting in good faith pursuant to

such power of attorney; and each such Limited Partner or Assignee, to the maximum extent permitted by law, hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner or the Liquidator taken in good faith under such power of attorney. Each Limited Partner or Assignee shall execute and deliver to the General Partner or the Liquidator, within 15 days after receipt of the request therefor, such further designation, powers of attorney and other instruments as the General Partner or the Liquidator may request in order to effectuate this Agreement and the purposes of the Partnership.

Section 2.7 *Term.*

The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue in existence until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 2.8 *Title to Partnership Assets.*

Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner or Assignee, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided*, *however*, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership as soon as reasonably practicable; *provided*, *further*, that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to the General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III

RIGHTS OF LIMITED PARTNERS

Section 3.1 *Limitation of Liability.*

The Limited Partners and the Assignees shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 3.2 *Management of Business.*

No Limited Partner or Assignee, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. Any action taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall not be deemed to be participation in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) and shall not affect, impair or eliminate the limitations on the liability of the Limited Partners or Assignees under this Agreement.

Section 3.3 *Outside Activities of the Limited Partners.*

Subject to the provisions of Section 7.5, which shall continue to be applicable to the Persons referred to therein, but otherwise notwithstanding any duty existing at law or in equity, any Limited Partner or Assignee shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership Group. Neither the Partnership nor any of the other Partners or Assignees shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner or Assignee.

Section 3.4 *Rights of Limited Partners.*

(a) In addition to other rights provided by this Agreement or by applicable law, and except as limited by Section 3.4(b), each Limited Partner shall have the right, for a purpose reasonably related to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand, and at such Limited Partner's own expense:

(i) to obtain true and full information regarding the status of the business and financial condition of the Partnership; *provided* that the requirements of this Section 3.4(a)(i) shall be satisfied by furnishing to a Limited Partner upon its demand pursuant to this Section 3.4(a)(i) the Partnership's most recent filings with the Commission on Form 10-K and any subsequent filings on Form 10-Q and 8-K);

(ii) promptly after its becoming available, to obtain a copy of the Partnership's federal, state and local income tax returns for each year;

(iii) to obtain a current list of the name and last known business, residence or mailing address of each Partner;

(iv) to obtain a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto, together with copies of all executed powers of attorney pursuant to which this Agreement, the Certificate of Limited Partnership and all amendments thereto have been executed;

(v) to obtain true and full information regarding the amount of cash and a description and statement of the Net Agreed Value of any other Capital Contribution by each Partner and that each Partner has agreed to contribute in the future, and the date on which each became a Partner; and

(vi) to obtain such other information regarding the affairs of the Partnership as is just and reasonable.

(b) The General Partner may keep confidential from the Limited Partners and Assignees, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner in good faith believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.4).

ARTICLE IV

CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

Section 4.1 *Certificates*.

Upon the Partnership's issuance of Common Units, Class B Units or Subordinated Units to any Person, the Partnership shall issue, upon the request of such Person, one or more Certificates in the name of such Person (or, if issued in global form, in the name of the Depositary or its nominee) evidencing the number of such Units being so issued. In addition, (a) upon the General Partner's request, the Partnership shall issue to it one or more Certificates in the name of the General Partner evidencing its General Partner Units and (b) upon the request of any Person owning Incentive Distribution Rights or any other Partnership Securities other than Common Units, Class B Units or Subordinated Units, the Partnership shall issue to such Person one or more certificates evidencing such Incentive Distribution Rights or other Partnership Securities other than Common Units, Class B Units or Subordinated Units. Certificates shall be executed by the General Partner on behalf of the Partnership by the President or any Executive Vice President, Senior Vice President, Vice President or the Chief Financial Officer and the Secretary or any Assistant Secretary of the General Partner. No Common Unit Certificate shall be valid for any purpose until it has been countersigned by the Transfer Agent; *provided*, *however*, that if the General Partner elects to issue certificates for Common Units in global form, the Common Unit Certificates shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Common Units have been duly registered in accordance with the directions of the Partnership. Subject to the requirements of Section 6.7 and Section 6.9, the Partners holding Certificates evidencing Subordinated Units or Class B Units may exchange such Certificates for Certificates evidencing Common Units on or after the date on which such Subordinated Units or Class B Units are converted into Common Units pursuant to the terms of Section 5.7 or Section 5.12(b)(vi), as applicable.

Section 4.2 *Mutilated, Destroyed, Lost or Stolen Certificates.*

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Securities as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the General Partner.

If a Limited Partner or Assignee fails to notify the General Partner within a reasonable period of time after he has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, the Limited Partner or Assignee shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 4.3 *Record Holders*.

The Partnership shall be entitled to recognize the Record Holder as the Partner or Assignee with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person, regardless of whether the Partnership shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust

company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Persons on the other, such representative Person (a) shall be the Partner or Assignee (as the case may be) of record and beneficially, and (b) shall be bound by this Agreement and shall have the rights and obligations of a Partner or Assignee (as the case may be) hereunder and as, and to the extent, provided for herein.

Section 4.4 *Transfer Generally*.

(a) The term "*transfer*," when used in this Agreement with respect to a Partnership Interest, shall be deemed to refer to a transaction (i) by which the General Partner assigns its General Partner Units to another Person or by which a holder of Incentive Distribution Rights assigns its Incentive Distribution Rights to another Person, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition by law or otherwise or (ii) by which the holder of a Limited Partner Interest (other than an Incentive Distribution Right) assigns such Limited Partner Interest to another Person who is or becomes a Limited Partner or an Assignee, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, excluding a pledge, encumbrance, hypothecation or mortgage but including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be, to the fullest extent permitted by law, null and void.

(c) Nothing contained in this Agreement shall be construed to prevent a disposition by any stockholder, member, partner or other owner of the General Partner of any or all of the shares of stock, membership interests, partnership interests or other ownership interests in the General Partner.

Section 4.5 *Registration and Transfer of Limited Partner Interests.*

(a) The General Partner shall keep or cause to be kept on behalf of the Partnership a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the Partnership will provide for the registration and transfer of Limited Partner Interests. The Transfer Agent is hereby appointed registrar and transfer agent for the purpose of registering Common Units and transfers of such Common Units as herein provided. The Partnership shall not recognize transfers of Certificates evidencing Limited Partner Interests unless such transfers are effected in the manner described in this Section 4.5. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions of Section 4.5(b), the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Common Units, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered.

(b) The General Partner shall not recognize any transfer of Limited Partner Interests until the Certificates evidencing such Limited Partner Interests are surrendered for registration of transfer and such Certificates are accompanied by a Transfer Application, properly completed and duly executed by the transferee (or the transferee's attorney-in-fact duly authorized in writing). No charge shall be imposed by the General Partner for such transfer; *provided*, that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto. No changes in distributions or allocations will be made in respect of the Limited Partner Interests until a properly completed Transfer Application has been delivered with respect to such Limited Partner Interests.

(c) Limited Partner Interests may be transferred only in the manner described in this Section 4.5. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement.

(d) Until admitted as a Substituted Limited Partner pursuant to Section 10.2, the Record Holder of a Limited Partner Interest shall be an Assignee in respect of such Limited Partner Interest. Limited Partners may include custodians, nominees or any other individual or entity in its own or any representative capacity.

(e) A transferee of a Limited Partner Interest who has completed and delivered a Transfer Application shall be deemed to have (i) requested admission as a Substituted Limited Partner, (ii) agreed to comply with and be bound by and to have executed this Agreement, (iii) represented and warranted that such transferee has the right, power and authority and, if an individual, the capacity to enter into this Agreement, (iv) granted the powers of attorney set forth in this Agreement, and (v) given the consents and approvals and made the waivers contained in this Agreement.

(f) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.3, (iii) Section 4.8, (iv) with respect to any class or series of Limited Partner Interests, the other provisions of this Agreement, including any statement of designations or amendment to this Agreement, establishing or otherwise relating to such class or series, (v) any contractual provisions binding on any Limited Partner and (vi) provisions of applicable law, including the Securities Act and the Securities Exchange Act and the rules and regulations thereunder, Limited Partner Interests (other than the Incentive Distribution Rights, the transfer of which is subject to Section 4.7) shall be freely transferable.

(g) The General Partner and its Affiliates shall have the right at any time to transfer their Subordinated Units, Class B Units and Common Units (whether issued upon conversion of the Subordinated Units, the Class B Units or otherwise) to one or more Persons.

Section 4.6 *Transfer of the General Partner's General Partner Interest.*

(a) Subject to Section 4.6(c) below, prior to March 31, 2017, the General Partner shall not transfer all or any part of its General Partner Interest (represented by General Partner Units) to a Person unless such transfer (i) has been approved by the prior written consent or vote of the holders of at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) or (ii) is of all, but not less than all, of its General Partner Interest to (A) an Affiliate of the General Partner (other than an individual) or (B) another Person (other than an individual) in connection with the merger or consolidation of the General Partner with or into such other Person or the transfer by the General Partner of all or substantially all of its assets to such other Person.

(b) Subject to Section 4.6(c) below, on or after March 31, 2017, the General Partner may transfer all or any of its General Partner Interest without the approval of the holder(s) of any class or series of Units.

(c) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability under Delaware law of any Limited Partner or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the partnership or membership or limited liability company interest of the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.3, be admitted to the Partnership as the General Partner immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 4.7 *Transfer of Incentive Distribution Rights.*

Prior to March 31, 2017, a holder of Incentive Distribution Rights may transfer any or all of the Incentive Distribution Rights held by such holder without any consent of the Unitholders to (a) an Affiliate of such holder (other than an individual) or (b) another Person (other than an individual) in connection with (i) the merger or consolidation of such holder of Incentive Distribution Rights with or into such other Person, (ii) the transfer by such holder of Incentive Distribution Rights of all or substantially all of its assets to such other Person or (iii) the sale of all the ownership interests in such holder of Incentive Distribution Rights, *provided* that, in the case of a transfer pursuant to this clause (iii) the initial holder of the Incentive Distribution Rights continues to remain as the General Partner following such sale. Any other transfer of the Incentive Distribution Rights prior to March 31, 2017 shall require the prior approval of holders of at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates). On or after March 31, 2017, the General Partner or any other holder of Incentive Distribution Rights may transfer any or all of its Incentive Distribution Rights without Unitholder approval. Notwithstanding anything herein to the contrary, no

transfer of Incentive Distribution Rights to another Person shall be permitted unless the transferee agrees to be bound by the provisions of this Agreement. The General Partner and any transferee or transferees of the Incentive Distribution Rights may agree in a separate instrument as to the General Partner's exercise of its rights with respect to the Incentive Distribution Rights under Section 11.3 hereof.

Section 4.8 *Restrictions on Transfers*.

(a) Except as provided in Section 4.8(d) below, but notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed).

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if (i) it receives an Opinion of Counsel that such restrictions are necessary to avoid a significant risk of the Partnership becoming taxable as a corporation or otherwise becoming taxable as an entity for federal income tax purposes or (ii) the holding of Units by a Person (A) not subject to United States federal income taxation on the income generated by the Partnership or (B) in the case of entities that are pass-through entities for United States federal income tax purposes all of whose beneficial owners are not subject to United States federal income taxation on the income generated by the Partnership, would have a material adverse effect on the economic interests of the Partnership. The General Partner may impose such restrictions by amending this Agreement; *provided*, *however*, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed or admitted to trading must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) The transfer of a Subordinated Unit that has converted into a Common Unit shall be subject to the restrictions imposed by Section 6.7. The transfer of a Class B Unit or a Converted Class B Unit shall be subject to the restrictions imposed by Section 6.9.

(d) Nothing contained in this Article IV, or elsewhere in this Agreement, shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading.

(e) Each certificate evidencing Partnership Interests shall bear a conspicuous legend in substantially the following form:

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF CHENIERE ENERGY PARTNERS, L.P. THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED

OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF CHENIERE ENERGY PARTNERS, L.P. UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE CHENIERE ENERGY PARTNERS, L.P. TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). CHENIERE ENERGY PARTNERS GP, LLC, THE GENERAL PARTNER OF CHENIERE ENERGY PARTNERS, L.P., MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF CHENIERE ENERGY PARTNERS, L.P. BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

Section 4.9 *Citizenship Certificates; Non-citizen Assignees*.

(a) If any Group Member is or becomes subject to any federal, state or local law or regulation that the General Partner determines would create a substantial risk of cancellation or forfeiture of any property in which the Group Member has an interest based on the nationality, citizenship or other related status of a Limited Partner or Assignee, the General Partner may request any Limited Partner or Assignee to furnish to the General Partner, within 30 days after receipt of such request, an executed Citizenship Certification or such other information concerning such Limited Partner's or Assignee's nationality, citizenship or other related status (or, if the Limited Partner or Assignee is a nominee holding for the account of another Person, the nationality, citizenship or other related status of such Person) as the General Partner may request. If a Limited Partner or Assignee fails to furnish to the General Partner within the aforementioned 30-day period such Citizenship Certification or other requested information or if upon receipt of such Citizenship Certification or other requested information the General Partner determines that a Limited Partner or Assignee is not an Eligible Citizen, the Limited Partner Interests owned by such Limited Partner or Assignee shall be subject to redemption in accordance with the provisions of Section 4.10. In addition, the General Partner may require that the status of any such Limited Partner or Assignee be changed to that of a Non-citizen Assignee and, thereupon, such Non-citizen Assignee shall cease to be a Partner and shall have no voting rights,

whether arising hereunder, under the Delaware Act, at law, in equity or otherwise, in respect of the Non-citizen Assignee's Limited Partner Interests. The General Partner shall be substituted for such Non-citizen Assignee as the Limited Partner or Assignee in respect of the Non-citizen Assignee's Limited Partner Interests and shall vote such Limited Partner Interests in accordance with Section 4.9(b).

(b) The General Partner shall, in exercising voting rights in respect of Limited Partner Interests held by it on behalf of Non-citizen Assignees, distribute the votes in the same ratios as the votes of Partners (including the General Partner) in respect of Limited Partner Interests other than those of Non-citizen Assignees are cast, either for, against or abstaining as to the matter.

(c) Upon dissolution of the Partnership, a Non-citizen Assignee shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Non-citizen Assignee's share of any distribution in kind. Such payment and assignment shall be treated for Partnership purposes as a purchase by the Partnership from the Non-citizen Assignee of such Non-citizen Assignee's Limited Partner Interest (representing such Non-citizen Assignee's right to receive such Non-citizen Assignee's share of such distribution in kind).

(d) At any time after a Non-citizen Assignee can and does certify that such Non-citizen Assignee has become an Eligible Citizen, a Non-citizen Assignee may, upon application to the General Partner, request admission as a Substituted Limited Partner with respect to any Limited Partner Interests of such Non-citizen Assignee not redeemed pursuant to Section 4.10, and upon such Non-citizen Assignee's admission pursuant to Section 10.2, the General Partner shall cease to be deemed to be the Limited Partner in respect of the Non-citizen Assignee's Limited Partner Interests.

Section 4.10 *Redemption of Partnership Interests of Non-citizen Assignees*.

(a) If at any time a Limited Partner or Assignee fails to furnish a Citizenship Certification or other information requested within the 30-day period specified in Section 4.9(a), or if upon receipt of such Citizenship Certification or other information the General Partner determines, with the advice of counsel, that a Limited Partner or Assignee is not an Eligible Citizen, the Partnership may, unless the Limited Partner or Assignee establishes to the satisfaction of the General Partner that such Limited Partner or Assignee is an Eligible Citizen or has transferred such Limited Partner's or Assignee's Partnership Interests to a Person who is an Eligible Citizen and who furnishes a Citizenship Certification to the General Partner prior to the date fixed for redemption as provided below, redeem the Limited Partner Interest of such Limited Partner or Assignee as follows:

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Limited Partner or Assignee, at such Limited Partner's or Assignee's last address designated on the records of the Partnership or the Transfer Agent, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the

redemption price will be made upon surrender of the Certificate evidencing the Redeemable Interests and that on and after the date fixed for redemption no further allocations or distributions to which the Limited Partner or Assignee would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of Limited Partner Interests of the class to be so redeemed multiplied by the number of Limited Partner Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 5% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) Upon surrender by or on behalf of the Limited Partner or Assignee, at the place specified in the notice of redemption, of the Certificate evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank, the Limited Partner or Assignee or such Limited Partner's or Assignee's duly authorized representative shall be entitled to receive the payment therefor.

(iv) After the redemption date, Redeemable Interests shall no longer constitute issued and Outstanding Limited Partner Interests.

(b) The provisions of this Section 4.10 shall also be applicable to Limited Partner Interests held by a Limited Partner or Assignee as nominee of a Person determined to be other than an Eligible Citizen.

(c) Nothing in this Section 4.10 shall prevent the recipient of a notice of redemption from transferring such recipient's Limited Partner Interest before the redemption date if such transfer is otherwise permitted under this Agreement. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, provided the transferee of such Limited Partner Interest certifies to the satisfaction of the General Partner in a Citizenship Certification delivered in connection with the Transfer Application that such transferee is an Eligible Citizen. If the transferee fails to make such certification, such redemption shall be effected from the transferee on the original redemption date.

Section 4.11 *Taxation Certificates and Related Matters.*

If at any time the General Partner determines, with the advice of counsel, that the Partnership's status as an entity not taxable as a corporation and not otherwise subject to an entity-level tax for federal, state or local income tax purposes, coupled with the tax status (or lack of proof of the federal income tax status) of one or more Limited Partners, has or will have a material adverse effect on the economic interests of the Partnership, then the General Partner may adopt such amendments to this Agreement, without the approval of any class or classes of Limited Partners, as it determines to be necessary or advisable to (i) obtain such proof of the federal income tax status of the Limited Partners and, to the extent relevant, their beneficial owners and thereby determine those Limited Partners whose federal income tax status has or will

reasonably likely in the future have such a material adverse effect (such Limited Partners, together with any Limited Partner who fails to comply with the procedures instituted by the General Partner, an "*Ineligible Holder*") and (ii) permit the General Partner to redeem Units held by any Ineligible Holder, at the Current Market Price. Such amendments may include provisions requiring all Limited Partners to certify as to their federal income tax status upon demand and on a regular basis, as determined by the General Partner, and may require transferees of Units to so certify prior to being admitted to the Partnership as a Limited Partner.

ARTICLE V

CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1 *Organizational Contributions.*

In connection with the formation of the Partnership under the Delaware Act, the General Partner made an initial Capital Contribution to the Partnership in the amount of $20.00, for a General Partner Interest in the Partnership equivalent to a 2% Percentage Interest and has been admitted as the General Partner of the Partnership, and the Organizational Limited Partner made an initial Capital Contribution to the Partnership in the amount of $980.00 for a Limited Partner Interest in the Partnership equivalent to a 98% Percentage Interest and has been admitted as a Limited Partner of the Partnership. As of the Closing Date, the interest of the Organizational Limited Partner shall be redeemed as provided in the Contribution Agreement; and the initial Capital Contribution of the Organizational Limited Partner shall thereupon be refunded. Ninety-eight percent of any interest or other profit that may have resulted from the investment or other use of such initial Capital Contributions prior to the Closing Date shall be allocated and distributed to the Organizational Limited Partner, and the balance thereof shall be allocated and distributed to the General Partner.

Section 5.2 *Contributions by the General Partner and its Affiliates.*

(a) On the Closing Date and pursuant to the Contribution Agreement: (i) the General Partner contributed to the Partnership, as a Capital Contribution, all of its ownership interests in Cheniere Energy Investments, LLC in exchange for (A) 3,302,045 General Partner Units representing a continuation of its 2% Percentage Interest, subject to all of the rights, privileges and duties of the General Partner under this Agreement, and (B) the Incentive Distribution Rights, and (ii) Cheniere LNG Holdings contributed to the Partnership, as a Capital Contribution, all of its ownership interests in Cheniere Energy Investments, LLC in exchange for (A) 21,362,193 Common Units, (B) 135,383,831 Subordinated Units, (C) the right to receive distributions in certain circumstances from the Distribution Reserve Account pursuant to the terms of Section 5.11 and (D) the obligation to make contributions in certain circumstances to the Distribution Reserve Account pursuant to the terms of the Contribution Agreement.

(b) Upon the issuance of any additional Limited Partner Interests, except as provided in Section 5.12(b)(iii)(B) or Section 5.12(b)(vi)(E), by the Partnership (other than the Common Units issued in the Initial Offering), the General Partner may, in exchange for a proportionate number of General Partner Units, make additional Capital Contributions in an

amount equal to the product obtained by multiplying (I) the quotient determined by dividing (A) the General Partner's Percentage Interest by (B) 100% minus the General Partner's Percentage Interest immediately prior to the issuance of such additional Limited Partner Interests by the Partnership times (II) the amount contributed to the Partnership by the Limited Partners in exchange for such additional Limited Partner Interests. Except as set forth in Article XII, the General Partner shall not be obligated to make any additional Capital Contributions to the Partnership.

Section 5.3 *Contributions by Initial Limited Partners.*

(a) On the Closing Date and pursuant to Underwriting Agreement, each Underwriter contributed to the Partnership cash in an amount equal to the Issue Price per Initial Common Unit, multiplied by the number of Common Units specified in the Underwriting Agreement to be purchased by such Underwriter on the Closing Date. In exchange for such Capital Contributions by the Underwriter, the Partnership issued Common Units to each Underwriter on whose behalf such Capital Contribution was made in an amount equal to the quotient obtained by dividing (i) the cash contribution to the Partnership by or on behalf of such Underwriter by (ii) the Issue Price per Initial Common Unit.

(b) No Limited Partner Interests were issued or issuable as of or at March 26, 2007 other than (i) Common Units issuable pursuant to subparagraph (a) hereof in an aggregate number equal to 5,054,164, (ii) the 135,383,831 Subordinated Units issuable pursuant to Section 5.2 hereof, (iii) the 21,362,193 Common Units issuable pursuant to Section 5.2 and (iv) the Incentive Distribution Rights.

Section 5.4 *Interest*.

No interest shall be paid by the Partnership on Capital Contributions. No Partner or Assignee shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon dissolution of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner or Assignee shall have priority over any other Partner or Assignee either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners and Assignees agree within the meaning of Section 17-502(b) of the Delaware Act.

Section 5.5 *Capital Accounts*.

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv) and the related Proposed Treasury Regulation Sections regarding noncompensatory options. Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to such Partnership Interest and (ii) all items of Partnership income and gain (including income and

gain exempt from tax) computed in accordance with Section 5.5(b) and Section 5.5(d) and allocated to such Partner with respect to such Partnership Interest pursuant to Section 5.5(d), Section 5.12(b)(iv) and Section 6.1, as applicable, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made to such Partner with respect to such Partnership Interest and (y) all items of Partnership deduction and loss computed in accordance with Section 5.5(b) and Section 5.5(d) and allocated to such Partner with respect to such Partnership Interest pursuant to Section 5.5(d), Section 5.12(b)(iv) and Section 6.1, as applicable. The Partnership shall follow the principles set forth in the proposed noncompensatory option regulations contained in Proposed Treasury Regulation Sections 1.704-1, 1.721-2 and 1.761-3 at all times, including when the assets of the Partnership are revalued or any Class B Units are converted pursuant to Section 5.12(b)(vi). For the avoidance of doubt, each Class B Unit will be treated as convertible equity as defined in Proposed Treasury Regulation Section 1.721-2(e)(3), and, therefore, each Record Holder of a Class B Unit will be treated as a partner in the Partnership for federal income tax purposes. The initial Capital Account balance in respect of each Class B Unit issued on the Applicable Funding Date shall be the Issue Price for such Class B Unit. The Capital Account balance of each holder of Class B Units in respect of its Class B Units shall not be increased or decreased except as otherwise provided in this Agreement.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction to be allocated pursuant to Article VI and reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), *provided*, that:

(i) Solely for purposes of this Section 5.5, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement) of all property owned by any other Group Member that is classified as a partnership for federal income tax purposes.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code that may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain or loss.

(iv) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(v) In accordance with the requirements of Section 704(b) of the Code, any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property shall be determined as if the adjusted basis of such property on the date it was acquired by the Partnership were equal to the Agreed Value of such property. Upon an adjustment pursuant to Section 5.5(d) to the Carrying Value of any Partnership property subject to depreciation, cost recovery or amortization, any further deductions for such depreciation, cost recovery or amortization attributable to such property shall be determined pursuant to Treasury Regulation Section 1.704-3(d)(2) as if the adjusted basis of such property were equal to the Carrying Value of such property immediately following such adjustment.

(vi) If the Partnership's adjusted basis in a depreciable or cost recovery property is reduced for federal income tax purposes pursuant to Section 48(q)(1) or 48(q)(3) of the Code, the amount of such reduction shall, solely for purposes hereof, be deemed to be an additional depreciation or cost recovery deduction in the year such property is placed in service and shall be allocated among the Partners pursuant to Section 6.1. Any restoration of such basis pursuant to Section 48(q)(2) of the Code shall, to the extent possible, be allocated in the year of such restoration in the same manner to the Partners to whom such deemed deduction was allocated.

(c)

(i) A transferee of a Partnership Interest shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 6.7(c), immediately prior to the transfer of a Subordinated Unit or of a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.7 by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph Section 5.5(c)(ii) apply), the Capital Account maintained for such Person with respect to its Subordinated Units or converted Subordinated Units will (A) *first*, be allocated to the Subordinated Units or converted Subordinated Units to be transferred in an amount equal to the product of (x) the number of such Subordinated Units or converted Subordinated Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) *second*, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Subordinated Units or converted Subordinated Units ("*Retained Converted Subordinated Units*"). Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained Subordinated Units or Retained Converted Subordinated Units, if any, will have a balance equal to the amount allocated under clause (B) hereinabove, and the transferee's Capital Account established with respect to the transferred Subordinated Units or converted Subordinated Units will have a balance equal to the amount allocated under clause (A) hereinabove.

(d)

(i) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and Proposed Treasury Regulation Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(s), on (A) an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of Partnership Interests as consideration for the provision of services or the conversion of the General Partner's Combined Interest to Common Units pursuant to Section 11.3(b), or (B) the conversion of a Class B Unit and any related issuance of additional General Partner Units pursuant to Section 5.12(b)(vi)(E), the Capital Accounts of all Partners and the Carrying Value of each Partnership property shall, immediately prior to an event described in clause (A) above or immediately after a conversion described in clause (B) above, as applicable, be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property for an amount equal to its fair market value at such time. Any such Unrealized Gain or Unrealized Loss (or items thereof) shall (1) in the case of an event described in clause (A) above, be allocated among the Unitholders (other than the Unitholders holding Class B Units in respect of such Class B Units) pursuant to Section 6.1(c) in the same manner as any item of gain or loss actually recognized following an event giving rise to the dissolution of the Partnership would have been allocated, and (2) in the case of a conversion described in clause (B) above, (aa) first be allocated to the Partners holding Converted Class B Units until the Capital Account of each holder of Converted Class B Units with respect to each Converted Class B Unit is equal to the Per Unit Capital Amount of a Common Unit, (bb) second be allocated to the General Partner in respect of any newly issued additional General Partner Units an amount equal to the product of (I) the quotient obtained by dividing (x) the Percentage Interest of the General Partner by (y) a percentage equal to 100% less such Percentage Interest and (II) the sum of the amounts allocated in clause (aa) above, and (cc) any remaining Unrealized Gain or Unrealized Loss shall be allocated among the Partners pursuant to Section 6.1(c) in the same manner as any item of gain or loss actually recognized following an event giving rise to the dissolution of the Partnership would have been allocated. If the Unrealized Gain or Unrealized Loss allocated as a result of the conversion of a Class B Unit is not sufficient to cause the Capital Account of each holder with respect to each Converted Class B Unit to equal the Per Unit Capital Amount of a Common Unit, then in accordance with Proposed Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), Capital Account balances shall be reallocated between the Partners holding Converted Class B Units and Common Units (other than Converted Class B Units) so as to cause the Capital Account of each holder of Converted Class B Units with respect to such Units to equal, on a per unit basis, the Per Unit Capital Amount of a Common Unit after taking into account the impact of such a reallocation of Capital Account balances on the Per Unit Capital Amount of a Common Unit. If Capital Account balances are reallocated pursuant to the immediately preceding sentence, the Partnership shall make corrective allocations so as to take into account the reallocation of Capital Account balances, as provided in Proposed Treasury Regulation Section 1.704-1(b)(4)(x).

(ii) In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and fair market value of all Partnership assets (including cash or cash equivalents) immediately prior to the event described in clause (i)(A) above, or immediately after the conversion described in clause (i)(B) above, shall be determined by the General Partner using such method of valuation as it may adopt; *provided, however*, in accordance with the principles set forth in Proposed Treasury Regulation Section 1.704-1(b)(2)(iv)(h)(2), the General Partner, in arriving at such valuation, must take fully into account the fair market value of the Partnership Interests of all Partners at such time, and must reduce the fair market value of the Partnership's assets by the excess, if any, of the fair market value of all Outstanding Class B Units that have not yet been converted in a conversion described in clause (i)(B) above over the aggregate Issue Price of such Class B Units. The General Partner shall allocate such aggregate value among the assets of the Partnership (in such manner as it determines) to arrive at a fair market value for individual properties.

(iii) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), immediately prior to any distribution to a Partner (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the General Partner may cause any Unrealized Gain or Unrealized Loss attributable to each Partnership property to be recognized and allocated in the same manner as that provided in Section 5.5(d)(i) as if there had been a sale of such property immediately prior to such distribution, in which event the Carrying Value of each Partnership property shall be adjusted as of the beginning of the next taxable period to an amount equal to the fair market value thereof; *provided* that the General Partner shall cause Unrealized Gain or Unrealized Loss to be recognized and Carrying Values to be adjusted if doing so would permit corrective allocations to be made pursuant to Section 6.1(d)(xiii) and provided further, in accordance with the principles set forth in Proposed Treasury Regulation Section 1.704-1(b)(2)(iv)(h)(2), the General Partner, in arriving at such valuation, must take fully into account the fair market value of the Partnership Interests of all Partners at such time, and must reduce the fair market value of the Partnership's assets by the excess, if any, of the fair market value of all Outstanding Class B Units that have not yet been converted in a conversion described in clause (i)(B) above over the aggregate Issue Price of such Class B Units. In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and fair market value of all Partnership assets immediately prior to a distribution shall (A) in the case of a distribution that is not made pursuant to Section 12.4 be determined and allocated in the same manner as that provided in Section 5.5(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined and allocated by the Liquidator using such reasonable method of valuation as it may adopt.

Section 5.6 *Issuances of Additional Partnership Securities.*

(a) The Partnership may issue additional Partnership Securities and options, rights, warrants and appreciation rights relating to the Partnership Securities for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners; *provided, however*, that during the Subordination Period the Partnership must obtain Special Approval prior to issuing any additional Common Units or Units with designations, preferences, rights, powers and duties senior to or *pari passu* with the Common Units.

(b) Each additional Partnership Security authorized to be issued by the Partnership pursuant to Section 5.6(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which, subject to the provision contained in Section 5.6(a), may be senior to existing classes and series of Partnership Securities), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Security (including sinking fund provisions); (v) whether such Partnership Security is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Security will be issued, evidenced by certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Security; and (viii) the right, if any, of each such Partnership Security to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Security.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Securities and options, rights, warrants and appreciation rights relating to Partnership Securities pursuant to this Section 5.6, (ii) the conversion of the General Partner Interest or any Incentive Distribution Rights into Units pursuant to the terms of this Agreement, (iii) the admission of Additional Limited Partners and (iv) all additional issuances of Partnership Securities. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Securities being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Securities or in connection with the conversion of the General Partner Interest or any Incentive Distribution Rights into Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Securities are listed or admitted to trading.

Section 5.7 *Conversion of Subordinated Units; Cancellation.*

(a) All of the Subordinated Units will convert into Common Units on a one-for-one basis on the first Business Day following the distribution of Available Cash to Partners pursuant to Section 6.4(a) in respect of the earlier of any Quarter in respect of which:

(i) distributions of Available Cash from Operating Surplus under Section 6.4(a) on each of the Outstanding Common Units (assuming conversion of the Class B Units pursuant to Section 5.12(b)(vi)), Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units with respect to each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Initial Quarterly Distribution on all of the Outstanding Common Units (assuming conversion of the Class B Units pursuant to Section 5.12(b)(vi)), Subordinated Units, General Partner Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units; and

(ii) the Adjusted Operating Surplus for each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date (which three consecutive, non-overlapping four-Quarter periods commence on or after the Closing Date) equaled or exceeded the sum of the Initial Quarterly Distribution on all of the Outstanding Common Units (assuming conversion of the Class B Units pursuant to Section 5.12(b)(vi)), Subordinated Units, General Partner Units and any other Units that are senior or equal in right of distribution to the Subordinated Units that were Outstanding during such periods on a Fully Diluted Basis; and

(iii) there are no Cumulative Common Unit Arrearages.

(b) Notwithstanding Section 5.7(a), all of the Outstanding Subordinated Units will convert into Common Units on a one-for-one basis on the first Business Day following the distribution of Available Cash to Partners pursuant to Section 6.4 in respect of any Quarter in respect of which:

(i) in connection with distributions of Available Cash from Operating Surplus under Section 6.4(a), the amount of such distributions constituting Contracted Adjusted Operating Surplus on each of the Outstanding Common Units (assuming conversion of the Class B Units pursuant to Section 5.12(b)(vi)), Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units with respect to each of the four consecutive Quarters immediately preceding such date equaled or exceeded the sum of the Third Target Distribution on all of the Outstanding Common Units (assuming conversion of the Class B Units pursuant to Section 5.12(b)(vi)), Subordinated Units, General Partner Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units; and

(ii) the Contracted Adjusted Operating Surplus for each of the four consecutive Quarters immediately preceding such date (which four consecutive Quarter period commences after the Closing Date) equaled or exceeded the sum of the Third Target Distribution on all of the Outstanding Common Units (assuming conversion of the Class B Units pursuant to Section 5.12(b)(vi)), Subordinated Units, General Partner Units, any other Units that are senior or equal in right of distribution to the Subordinated Units and any other Equity Securities that are junior to the Subordinated Units that the Board of Directors deems to be appropriate for the calculation after consultation and the recommendation of management of the General Partner that were Outstanding during such periods on a Fully Diluted Basis with respect to such Quarter; and

(iii) there are no Cumulative Common Unit Arrearages.

(c) Notwithstanding any other provision of this Agreement, all the Subordinated Units will automatically convert into Common Units on a one-for-one basis as set forth in, and pursuant to the terms of, Section 11.4.

(d) A Subordinated Unit that has converted into a Common Unit shall be subject to the provisions of Section 6.7.

(e) In the event that either the Train 3 Condition or the Train 4 Condition is not satisfied on or prior to the Measurement Date, solely for purposes of subsections (i) and (ii) below, the Partnership will estimate distributions for the first consecutive four-Quarter period following the commencement date of the LNG Sale and Purchase Agreement with the most recent "Date of First Commercial Delivery" (as set forth in the respective LNG Sale and Purchase Agreements) based solely upon a good faith estimate by the Board of Directors of Contracted Adjusted Operating Surplus.

(i) In the event that the Train 3 Condition is not satisfied on or prior to the Measurement Date, then a number of Outstanding Subordinated Units shall be canceled by an amount necessary to permit the Partnership to distribute Available Cash solely from Contracted Adjusted Operating Surplus equal to $0.50 per each Outstanding Common Unit, Subordinated Unit, and Class B Unit (assuming conversion thereof pursuant to Section 5.12(b)(vi)) and any other Outstanding Limited Partner Units that are senior or equal in right of distribution to the Subordinated Units per Quarter for such consecutive four-Quarter period.

(ii) In the event that the Train 3 Condition is satisfied but the Train 4 Condition is not satisfied on or prior to the Measurement Date, then the following number of Outstanding Subordinated Units shall be canceled: (i) 67,500,000, plus (ii) the additional amount necessary, if any, to permit the Partnership to distribute Available Cash solely from Contracted Adjusted Operating Surplus equal to $0.50 per each Outstanding Common Unit, Subordinated Unit, and Class B Unit (assuming conversion thereof pursuant to Section 5.12(b)(vi)) and any other Outstanding Limited Partner Units that are senior or equal in right of distribution to the Subordinated Units per Quarter for such consecutive four-Quarter period.

Upon a cancellation of Subordinated Units Outstanding pursuant to this Section 5.7(e), the balance in the Capital Account maintained for each such holder of Subordinated Units in respect of its Subordinated Units that are Outstanding prior to such cancellation will be retained by such holder and will be allocated (A) equally among any of such holder's Subordinated Units that are Outstanding after such cancellation or (B) to such holder's remaining Partnership Interests if no such Subordinated Units are Outstanding after such cancellation.

Section 5.8 *Limited Preemptive Right.*

Except as provided in Section 5.2, this Section 5.8 and Section 5.12(b)(vii), no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Security, whether unissued, held in the treasury or hereafter created. The General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates, to purchase Partnership Securities from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Securities to Persons other than the General Partner and its Affiliates (including in connection with any issuances subject to Section 5.12(b)(vii)), to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates equal to any or all of those Percentage Interests that existed immediately prior to the issuance of such Partnership Securities.

Section 5.9 *Splits and Combinations*.

(a) Subject to Section 5.9(d), Section 6.6 and Section 6.9 (dealing with adjustments of distribution levels), the Partnership may make a Pro Rata distribution of Partnership Securities to all Record Holders or may effect a subdivision or combination of Partnership Securities so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis (including any Common Unit Arrearage or Cumulative Common Unit Arrearage) or stated as a number of Units are proportionately adjusted.

(b) Whenever such a Pro Rata distribution or a subdivision or combination of Partnership Securities is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice. The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Securities to be held by each Record Holder after giving effect to such distribution, subdivision or combination. In addition, with respect to any such a distribution, subdivision or combination of any class of Partnership Securities that is convertible into another class of Partnership Securities or into which any class of Partnership Securities is convertible or exchangeable, appropriate adjustment shall be made either to assure that the specified conversion or exchange ratio is maintained or, alternatively, is appropriately adjusted to give effect to such Pro Rata distribution or subdivision or combination, as the case may be, as the General Partner determines to be appropriate. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates to the Record Holders of Partnership Securities as of the applicable Record Date representing the new number of Partnership Securities held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Securities Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Partnership shall not issue fractional Units upon any distribution, subdivision or combination of Units. If a distribution, subdivision or combination of Units would result in the issuance of fractional Units but for the provisions of this Section 5.9(d), each fractional Unit shall be rounded to the nearest whole Unit (and a 0.5 Unit shall be rounded to the next higher Unit).

Section 5.10 *Fully Paid and Non-Assessable Nature of Limited Partner Interests*.

All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership, except as such non-assessability may be affected by Sections 17-607 and 17-804 of the Delaware Act and the other provisions of this Agreement.

Section 5.11 *Distribution Reserve Account*.

(a) Immediately prior to the closing of the Initial Public Offering, the Partnership established an account with a financial institution organized under the laws of the United States of America, or any state thereof, and having total assets in excess of $500,000,000 and a combined capital and surplus of at least $100,000,000 (the "*Distribution Reserve Account*").

(b) All amounts held in the Distribution Reserve Account, including interest and any other income on the investments in the Distribution Reserve Account, (i) shall be segregated from all other assets of the Partnership, (ii) shall not be used to pay Operating Expenditures, Expansion Capital Expenditures, Investment Capital Expenditures or transaction expenses related to an Interim Capital Transaction or to repurchase Units, (iii) shall not be set aside as reserves against Available Cash or Operating Surplus and (iv) subject to Section 5.11(e), shall be used by the Partnership only to make distributions of Available Cash to holders of Common Units and General Partner Units pursuant to Section 6.4(a)(i) and Section 6.4(a)(ii). The Partnership will not enter into any agreement that restricts the ability of the Partnership to distribute funds from the Distribution Reserve Account.

(c) On the Closing Date and pursuant to the Contribution Agreement, the Partnership deposited into the Distribution Reserve Account $98,442,481 in cash proceeds from the Initial Offering, which proceeds were used on the Closing Date to purchase Treasury Securities maturing as to principal and interest at such times and in such amounts as the General Partner determined would be sufficient to pay the Initial Quarterly Distribution on the Initial Common Units and on the General Partner Units issued pursuant to Section 5.2(a) through the Quarter ending on June 30, 2009.

(d) Upon the issuance of any additional Common Units by the Partnership prior to the Record Date for distributions payable for the Quarter ending June 30, 2009, the Partnership deposited into the Distribution Reserve Account sufficient cash proceeds from such issuance to purchase Treasury Securities or Eligible Investments maturing as to principal and interest at such times and in such amounts as equaled the amount necessary to pay the Initial Quarterly Distribution on the additional Common Units and additional General Partner Units, if any, so issued by the Partnership for each Quarter in the period commencing with the Quarter in which such additional Common Units and General Partner Units, if any, were so issued through the Quarter ending on June 30, 2009.

(e) In August 2009, the General Partner determined, with Special Approval, that there were more than sufficient funds in the Distribution Reserve Account to pay the Initial Quarterly Distribution on all Common Units and General Partner Units then Outstanding through the Distribution Reserve Period Termination Date, and therefore, the Partnership, at the request of Cheniere LNG Holdings, distributed such excess to Cheniere LNG Holdings.

Section 5.12 *Establishment of Class B Units.*

(a) *General*. The General Partner hereby designates and creates a class of senior subordinated Units to be designated as "Class B Units", consisting of (i) the CEI Class B Units, (ii) the Purchaser Class B Units, (iii) the CTPL Class B Units and (iv) any other Class B Units contemplated to be issued by the Basic Documents, and fixes the designations, preferences, participation, optional or other special rights, powers and duties of holders of the Class B Units as set forth in this Section 5.12. The Class B Units have the same rights and preferences, and are subject to the same duties and obligations as the Common Units, except as otherwise set forth in this Agreement.

(b) *Rights of Class B Units.* During the period commencing upon the Applicable Funding Date and ending on an Actual Conversion Date:

(i) *Allocations*.

(A) Except as otherwise provided in Section 6.1(d)(v), in no event shall a Unitholder holding Class B Units be allocated any Net Income or Net Losses pursuant to Section 6.1(a) or (b) in respect of their Class B Units.

(B) Notwithstanding anything to the contrary in Section 6.1(c), Unitholders holding Class B Units shall receive only those allocations set forth in Section 5.5(d), Section 5.12(b)(iv) and Section 6.1(d)(v).

(ii) *Quarterly Accruals.*

(A) Commencing on the Applicable Funding Date with respect to a Class B Unit, the Class B Conversion Value of such Class B Unit shall increase and compound quarterly (each, a "*Class B Quarterly Accrual*"), in an amount equal to the Class B Accrual Rate. Accruals shall be made on the last day of each Quarter except as provided in Section 5.12(b)(vi)(B) (each such date, a "*Class B Accrual Date*").

(B) Notwithstanding anything in this Section 5.12(b)(ii) to the contrary, with respect to Class B Units that are converted into Common Units, the holder thereof shall not be entitled to both a Class B Quarterly Accrual and a Common Unit distribution with respect to such Unit for the same period, but shall be entitled only to the accrual or distribution to be paid based upon the class of Units held as of the close of business on the applicable Record Date. For the avoidance of doubt, if a Class B Conversion Notice Date occurs prior to the close of business on a Record Date for payment of a distribution on the Common Units, but after the respective Class B Accrual Date for such Quarter, the applicable holder of Class B Units shall not receive the Common Unit distribution with respect to such Units.

(iii) *Issuance of Class B Units.*

(A) On the CEI Class B Initial Funding Date, the CEI Initial Class B Units were issued to the CEI Holder in accordance with the CEI Unit Purchase Agreement. The CEI Remaining Units were issued to the CEI Holder in accordance with the CEI Unit Purchase Agreement on the CEI Class B Final Funding Date. On the Purchaser Class B Initial Funding Date, the Purchaser Initial Class B Units were issued to the Purchaser in accordance with the Unit Purchase Agreement. The Remaining Units shall be issued to the Purchaser in accordance with the Unit Purchase Agreement. The CTPL Class B Units shall be issued to the CEI Holder in accordance with the CEI Subscription Agreement.

(B) Upon each issuance of Class B Units, the General Partner may, in exchange for a proportionate number of General Partner Units to maintain its Percentage Interest as of such date, make an additional Capital Contribution in an amount equal to the product of (x) the quotient obtained by dividing (1) the Percentage Interest of the General Partner immediately prior to such issuance, by (2) a percentage equal to 100%, less such Percentage Interest and (y) the amount contributed to the Partnership by the holders of Class B Units in exchange for such issuance of Class B Units.

(iv) *Liquidation Value*. Notwithstanding anything in this Agreement to the contrary, in the event of any liquidation and winding up of the Partnership under Section 12.4 or a Significant Event, the holders of the Class B Units shall be entitled to receive, out of the assets of the Partnership available for distribution to the Partners or any Assignees, equal in right to the holders of Common Units and prior and in preference to any distribution of any assets of the Partnership to the holders of Subordinated Units, the positive value in each such holder's Capital Account in respect of such Class B Units, determined after allocating items of income, gain, loss and deduction for the current tax period (and if necessary, any prior period(s) with respect to which IRS Form 1065 are not yet due, excluding extensions, and not yet filed and for which Schedule K-1s have not been distributed to any Partners for such period(s)) so that, to the maximum extent possible, each such holder's Capital Account is equal to the amount that would be distributed to such holder if the amounts were distributed as follows:

(A) First, to each Class B Unit, an amount equal to the Class B Non-Converted Liquidation Accrual through such date; and

(B) Second, to each Class B Unit and each Common Unit, pro rata, on a per unit basis (not taking into account the number of Common Units into which each Class B Unit could be converted) until the amount distributed to each such Unit equals the Class B Issue Price.

(C) Subject to Section 5.12(b)(iv)(D) and (E), no other allocation pursuant to this Agreement shall reverse the effect of the allocations set forth in Section 5.12(b)(iv)(A) through (B) such that the Capital Account in respect of any Class B Unit or Common Unit then Outstanding would be less than its Capital Account immediately after the application of Section 5.12(b)(iv)(A) through (B).

(D) Immediately after such allocations pursuant to Section 5.12(b)(iv)(A) through (B) have been made, Net Termination Gain or Net Termination Loss shall be allocated to the Partners and Assignees pursuant to Section 6.1(c). At the time of the dissolution of the Partnership, subject to Section 17-804 of the Delaware Act, the holders of the Class B Units shall become entitled to receive any distributions in the amount of their Capital Account balances and shall have the status of, and shall be entitled to all remedies available to, an unsecured creditor of the Partnership, and, except as provided in Section 5.12(b)(iv)(E), such entitlement of the holders of the Class B Units shall have priority over any entitlement of any other Partners or Assignees with respect to any distributions by the Partnership to such other Partners or Assignees; *provided, however,* that the General Partner, as such, will have no liability for any obligations with respect to such distributions to any holder or holders of Class B Units.

(E) Notwithstanding the foregoing, if the allocations set forth in Section 5.12(b)(iv)(A) through (D) above would result in the holders of Common Units not being entitled to receive, in the aggregate, an amount equal to 3% of the assets of the Partnership available for distribution to the Partners upon any dissolution and winding up of the Partnership under Section 12.4 (the "*Common Minimum Allocation*"), items of income, gain, loss and deduction shall be reallocated to cause the Capital Accounts of the Common Units to equal, in the aggregate, the Common Minimum Allocation.

(v) *Voting Rights*. Prior to the Actual Conversion Date, Class B Units shall have voting rights that are identical to the voting rights of the Common Units and shall vote with the Common Units as a single class, so that each holder of a Class B Unit will be entitled to one vote for each Common Unit into which such Class B Unit is convertible as of the Record Date for such vote with respect to which each holder of a Common Unit is entitled to vote. Each reference in this Agreement to a vote of holders of Common Units shall be deemed to be a reference to the holders of Common Units and Class B Units on an "as if" converted basis, except where the Common Units are entitled to vote as a separate class. The approval of holders of a majority of the Class B Units shall be required to approve any matter for which the holders of the Class B Units are entitled to vote as a separate class. Each holder of a Class B Unit will be entitled to the number of votes equal to the number of Common Units into which a Class B Unit is convertible at the time of the Record Date for the vote or written consent on the matter.

(vi) *Conversion*.

(A) *Mandatory.* The Class B Units shall automatically convert into the number of Common Units (as adjusted for splits and combinations) as is determined by dividing the Class B Conversion Value by the Class B Conversion Price without any further action by the holders thereof and without the approval of any Partner effective as of the first Business Day following the Record Date with respect to the Partnership's first distribution of Available Cash from Operating Surplus under Section 6.4(a) (the "*Mandatory Conversion Date*"), after the earlier of (i) the Train 3 Substantial Completion Date or (ii) the fifth

anniversary of the Purchaser Class B Initial Funding Date; *provided, however*, if the Train 3 Notice to Proceed has been issued prior to the fifth anniversary of the Purchaser Class B Initial Funding Date, the Mandatory Conversion Date shall be the date of the Train 3 Substantial Completion Date.

(B) *At the Option of a Class B Unitholder.* Subject to the terms of this Section 5.12, the holders of the Class B Units shall have the right to convert all or a portion of the Class B Units then Outstanding into the number of Common Units as determined in the manner set forth in Section 5.12(b)(vi)(A) at any of the following times: (1) at any time subsequent to the date that is 83 months after the issuance of the EPC Notice to Proceed, (2) prior to the Record Date for a Quarter in which the Partnership has generated sufficient Available Cash from Operating Surplus to distribute the Initial Quarterly Distribution on all Outstanding Common Units and a number of Common Units to be issued upon conversion, which number shall be set forth in a notice to be delivered by the Partnership to the holders of the Class B Units promptly after the declaration of the distribution by the Board of Directors, and the number of Common Units to be received upon conversion pursuant to this Section 5.12(b)(vi)(B) shall not exceed the number of Common Units set forth in such notice, and if the holders of Class B Units elect to convert and receive such number of Common Units prior to the Record Date, the Class B Quarterly Accrual shall be reversed and such Common Units shall receive the distribution of Available Cash from Operating Surplus for the Quarter, (3) at any time following thirty (30) days prior to the Mandatory Conversion Date or (4) at any time within the 30-day period prior to a Significant Event or a dissolution under Section 12.1 ("*Optional Conversion Date*").

(C) The date(s) on which Class B Units actually convert into Common Units via mandatory or optional conversion is referred to herein as the "*Actual Conversion Date*". To convert Class B Units into Common Units pursuant to Section 5.12(b)(vi)(B), the holder of such Class B Units shall provide irrevocable written notice (a "*Class B Conversion Notice*") to the Partnership in the form of Exhibit B attached hereto stating therein that such holder elects to so convert Class B Units into Common Units pursuant to Section 5.12(b)(vi)(B), identifying the Actual Conversion Date(s) expected to occur during the seven (7) days following such Class B Conversion Notice, and with respect to each such Actual Conversion Date: (1) the number of Class B Units to be converted, (2) the name or names in which such holder wishes the certificate or certificates for Common Units to be issued, (3) the holder's computation of the number of Common Units to be received by the holder (or designated recipients) on the Actual Conversion Date and (4) the Class B Conversion Price on the Class B Conversion Notice Date. The date of any Class B Conversion Notice shall hereinafter be referred to as a "*Class B Conversion Notice Date.*" The Partnership shall use commercially reasonable efforts to provide written notification to each holder of Class B Units at least forty five (45) days prior to an event described in Section 5.12(b)(vi)(B)(3) or (4).

(D) All Class B Units to be converted by a holder on the Actual Conversion Date shall be aggregated together in order to avoid multiple fractional Common Units. If such aggregate conversion results in the issuance of a fractional Common Unit but for the provisions of this Section 5.12(b)(vi)(D), at the discretion of the General Partner such fractional Common Unit shall be either be rounded to the next higher Unit or such equivalent amount paid in cash.

(E) Upon the issuance of Common Units upon a conversion pursuant to Section 5.12(b)(vi)(A) or (B) of Class B Units with respect to which the General Partner made a Capital Contribution pursuant to Section 5.12(b)(iii)(B) upon issuance, the General Partner shall be allocated Unrealized Gain or Unrealized Loss (or items thereof) as specified in Section 5.5(d) and the Partnership shall issue to the General Partner that number of additional General Partner Units equal to the product of (x) the quotient obtained by dividing (1) the Percentage Interest of the General Partner immediately prior to such issuance, by (2) a percentage equal to 100% less such Percentage Interest and (y) the excess over (1) the number of Common Units issued upon such conversion and (2) the number of Class B Units subject to such conversion. The General Partner shall not be obligated to make any additional Capital Contribution to the Partnership in exchange for such issuance.

(vii) *Preemptive Rights.*

(A) During the Investor Approval Period, other than upon (w) any issuances from the Partnership's equity incentive plans in effect from time to time, (x) the conversion of the Class B Units, (y) adjustments pursuant to Section 5.12(b)(ix) or (z) the issuance of (1) General Partner Units pursuant to Section 5.2(b), (2) Units pursuant to the Unit Purchase Agreement, (3) the CEI Class B Units and (4) the CTPL Class B Units, the Partnership shall not issue or transfer any Equity Securities other than in compliance with this Section 5.12(b)(vii), Section 5.8 and Section 5.12(b)(ix). If at any time the Partnership wishes to issue or transfer to any Person any Equity Securities, the Partnership shall (1) promptly, but not later than ten (10) days prior to the planned date of any such issuance or transfer, deliver a notice of such proposed issuance or transfer to the Purchaser (the "*Equity Securities Notice*") and (2) promptly deliver a notice to the Purchaser of approval of such issuance or transfer by the Board of Directors. The Equity Securities Notice shall include (x) a description of the Equity Securities, (y) the identity of the proposed recipient(s) of the Equity Securities if such proposed recipient(s) have been identified and (z) a description of the consideration and material terms and conditions upon which the proposed issuance or transfer is being made (*provided*, that in no event shall such terms and conditions include matters that would violate the Purchaser's rights pursuant to this Section 5.12(b)(vii)), together with a copy of any written agreements relating thereto.

(B) During the Investor Approval Period, the Purchaser and the General Partner (in connection with the exercise of any rights of the General Partner pursuant to Section 5.8 (each an "*Electing Party*") shall have an option for a period of three (3) Business Days from the date that the Board of Directors

approves the issuance of the Equity Securities, which shall be no sooner than 13 days from the Equity Securities Notice, to elect to purchase, at the same price and on the same material terms and conditions as described in the Equity Securities Notice, some or all of the offered Equity Securities in an amount up to the Electing Party's Preemptive Share, by delivering to the Partnership irrevocable written notice within such period setting forth the number of Equity Securities which the Electing Party wishes to purchase and an undertaking to pay in full at closing the purchase price for such Equity Securities.

(C) If the General Partner does not exercise its right set forth in Section 5.8 and this Section 5.12(b)(vii) to purchase its Preemptive Share of the Equity Securities stated in the Equity Securities Notice, then the Purchaser shall have an option for a period of three (3) Business Days after the Purchaser's receipt of notice that the General Partner has not exercised all or any portion of such right to elect to purchase an additional amount of such Equity Securities up to the aggregate amount of offered Equity Securities not committed to be purchased by the General Partner. The Purchaser desiring to exercise its option set forth in this Section 5.12(b)(vii)(C) shall deliver irrevocable written notice to the Partnership within such three (3) Business Day period setting forth the number of Equity Securities which the Purchaser wishes to purchase and an undertaking to pay in full at closing the purchase price for such Equity Securities.

(D) The closing of the Equity Securities offered pursuant to the Equity Securities Notice shall occur concurrently with the closing of the offering contemplated in the Equity Securities Notice. The Purchaser shall pay the same amount per Equity Security that the Partnership would receive from the underwriters (to the extent the Equity Securities are contemplated being sold pursuant to an underwritten sale) in connection with any exercise of its preemptive rights pursuant to Section 5.8 and this Section 5.12(b)(vii).

(E) Any Equity Securities for which the Purchaser or the General Partner, as applicable, has not elected to purchase following the expiration of the applicable period(s) set forth in Section 5.12(b)(vii)(C) and Section 5.12(b)(vii)(D) may be sold or transferred to the proposed recipient(s) on substantially the same terms and conditions set forth in the Equity Securities Notice at any time during the period ending ninety (90) days after termination of the later of such applicable period. Any Equity Securities that the Partnership desires to issue or transfer following such ninety (90) day period or not on substantially the same terms and conditions set forth in the Equity Securities Notice must be offered to the Purchaser and the General Partner and its Affiliates with a new Equity Securities Notice pursuant to the terms of this Section 5.12(b)(vii).

(viii) *Significant Event*. In any transaction constituting a Significant Event involving the Transfer of Partnership Interests, the proceeds of such Significant Event shall be shared among the Partners as such proceeds would be distributed pursuant to Section 5.12(b)(iv) and Section 12.4 as if the Significant Event was a sale of the Partnership's assets.

(ix) *Adjustment of the Class B Conversion Value*

(A) *Class B Dilutive Issuance.* If the Partnership shall make a Class B Dilutive Issuance prior to the Train 4 Substantial Completion Date, then the Class B Conversion Value for each Outstanding Class B Unit shall be increased at such time by an amount equal to the quotient of (A) the product of the number of Common Unit Equivalents issued in such Class B Dilutive Issuance (excluding the aggregate number of Common Unit Equivalents issued in connection with all prior Class B Dilutive Issuances for which an adjustment has been made pursuant to this Section 5.12(b)(ix)(A)), multiplied by (y) 0.447 multiplied by (z) the Class B Issue Price divided by (B) 145,333,333.33 (as adjusted for splits and combinations).

(B) *Train 1—4 Debt Adjustment*. In the event the Weighted Average Interest Rate of Debt (including any indebtedness already incurred) for Trains 1, 2, 3 and 4 incurred prior to the Measurement Date exceeds the applicable Class B Debt Lower Adjustment Factor, then the Class B Conversion Value of each Class B Unit shall be increased on the Measurement Date as follows:

(i) to the extent the Weighted Average Interest Rate of Debt is less than or equal to the Class B Debt Upper Adjustment Factor, an amount equal to the Class B Issue Price multiplied by 205,000 for each basis point increase in Weighted Average Interest Rate of Debt above the Class B Debt Lower Adjustment Factor, divided by 145,333,333.33 (as adjusted for splits and combinations); plus

(ii) to the extent the Weighted Average Interest Rate of Debt exceeds the Class B Debt Upper Adjustment Factor, an amount equal to the Class B Issue Price multiplied by 610,000 for each basis point increase in Weighted Average Interest Rate of Debt above the Class B Debt Upper Adjustment Factor, divided by 145,333,333.33 (as adjusted for splits and combinations).

Purchaser Class B Weighted Average Funding Period	***Class B Debt Lower Adjustment Factor***	***Class B Debt Upper Adjustment Factor***
Less than 270 days	6.25%	7.75%
270 days or more but less than 360 days	6.50%	8.00%
360 days or more but less than 450 days	6.75%	8.25%
450 days or more but less than 540 days	7.00%	8.50%
540 days or more	7.50%	9.00%

(C) *Train 1 and Train 2 Debt Adjustment*. In the event that both the Train 3 Condition and the Train 4 Condition have not been satisfied prior to the Measurement Date, the adjustments set forth in Section 5.12(b)(ix)(B) shall apply solely to the Weighted Average Interest Rate of Debt for Train 1 and Train 2, and the Class B Conversion Value of each Class B Unit shall, if applicable, be increased on the Measurement Date accordingly.

(D) All adjustments to the Class B Conversion Value set forth in this Section 5.12(b)(ix) shall be applied regardless of whether the applicable Class B Units have then been issued, such that when issued, the Class B Conversion Value for such Class B Units shall have received such increases in their Class B Conversion Value as of the earlier applicable dates.

(x) *Tax Information.* Within ten (10) days after the date of receipt of any written request from any holder of Class B Units stating the number of Class B Units owned by such holder (which requests shall be made by each holder no more than four (4) times per calendar year), the Partnership shall provide such holder with a good faith estimate (and reasonable supporting calculations utilizing reasonable assumptions) of whether there is sufficient Unrealized Gain attributable to the Partnership property such that, if such holder converted its Class B Units pursuant to Section 5.12(b)(vi) and such Unrealized Gain was allocated to such holder pursuant to Section 5.5(d)(i), such holder's Capital Account in respect of its Converted Class B Units would be equal, on a per unit basis, to the Per Unit Capital Amount of a Common Unit. The good faith estimate provided by the Partnership may be based on the calculations prepared by the Partnership and/or its outside tax advisors in connection with the tax returns most recently filed by the Partnership (with adjustments to reflect any material changes in the trading price of the Partnership's Common Units or fair market value of the Partnership's Assets).

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 *Allocations for Capital Account Purposes.*

Except as otherwise provided in Section 5.12(b)(iv), for purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.5(b)) shall be allocated among the Partners in each taxable year (or portion thereof) as provided herein below.

(a) *Net Income*. After giving effect to the special allocations set forth in Section 6.1(d), Net Income for each taxable year and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable year shall be allocated among the Partners (other than holders of Class B Units) as follows:

(i) *First*, 100% to the General Partner, in an amount equal to the aggregate Net Losses allocated to the General Partner pursuant to Section 6.1(b)(iii) for all previous taxable years until the aggregate Net Income allocated to the General Partner pursuant to this Section 6.1(a)(i) for the current taxable year and all previous taxable years is equal to the aggregate Net Losses allocated to the General Partner pursuant to Section 6.1(b)(iii) for all previous taxable years;

(ii) *Second*, 100% to the General Partner and the Unitholders, in accordance with their respective Percentage Interests, until the aggregate Net Income allocated to such Partners pursuant to this Section 6.1(a)(ii) for the current taxable year and all previous taxable years is equal to the aggregate Net Losses allocated to such Partners pursuant to Section 6.1(b)(ii) for all previous taxable years; and

(iii) *Third*, the balance, if any, 100% to the General Partner and the Unitholders, in accordance with their respective Percentage Interests.

(b) *Net Losses*. After giving effect to the special allocations set forth in Section 6.1(d), Net Losses for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Losses for such taxable period shall be allocated among the Partners (other than holders of Class B Units) as follows:

(i) *First*, 100% to the General Partner and the Unitholders, in accordance with their respective Percentage Interests, until the aggregate Net Losses allocated pursuant to this Section 6.1(b)(i) for the current taxable year and all previous taxable years is equal to the aggregate Net Income allocated to such Partners pursuant to Section 6.1(a)(iii) for all previous taxable years, *provided* that the Net Losses shall not be allocated pursuant to this Section 6.1(b)(i) to the extent that such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable year (or increase any existing deficit balance in its Adjusted Capital Account);

(ii) *Second*, 100% to the General Partner and the Unitholders, in accordance with their respective Percentage Interests;*provided*, that Net Losses shall not be allocated pursuant to this Section 6.1(b)(ii) to the extent that such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable year (or increase any existing deficit balance in its Adjusted Capital Account); and

(iii) *Third*, the balance, if any, 100% to the General Partner.

(c) *Net Termination Gains and Losses.* After giving effect to the special allocations set forth in Section 6.1(d), all items of income, gain, loss and deduction taken into account in computing Net Termination Gain or Net Termination Loss for such taxable period shall be allocated in the same manner as such Net Termination Gain or Net Termination Loss is allocated hereunder. All allocations under this Section 6.1(c) shall be made after Capital Account balances have been adjusted by all other allocations provided under this Section 6.1 and after all distributions of Available Cash provided under Section 6.4 and Section 6.5 have been made; *provided*, *however*, that solely for purposes of this Section 6.1(c), Capital Accounts shall not be adjusted for distributions made pursuant to Section 12.4.

(i) If a Net Termination Gain is recognized (or deemed recognized pursuant to Section 5.5(d)), such Net Termination Gain shall be allocated among the Partners in the following manner (and the Capital Accounts of the Partners shall be increased by the amount so allocated in each of the following subclauses, in the order listed, before an allocation is made pursuant to the next succeeding subclause):

(A) *First*, to each Partner having a deficit balance in its Capital Account, in the proportion that such deficit balance bears to the total deficit balances in the Capital Accounts of all Partners, until each such Partner has been allocated Net Termination Gain equal to any such deficit balance in its Capital Account;

(B) *Second*, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Initial Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(i) or (b)(i) with respect to such Common Unit for such Quarter (the amount determined pursuant to this clause (2) is hereinafter defined as the "*Unpaid IQD*") and (3) any then existing Cumulative Common Unit Arrearage;

(C) *Third*, if such Net Termination Gain is recognized (or is deemed to be recognized) prior to the conversion of the last Outstanding Subordinated Unit, (x) to the General Partner in accordance with its Percentage Interest and (y) all Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Subordinated Unit then Outstanding equals the sum of (1) its Unrecovered Initial Unit Price, determined for the taxable year (or portion thereof) to which this allocation of gain relates, and (2) the Initial Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(iii) with respect to such Subordinated Unit for such Quarter;

(D) *Fourth*, 100% to the General Partner and all Unitholders in accordance with their respective Percentage Interests, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Unpaid IQD, (3) any then existing Cumulative Common Unit Arrearage, and (4) the excess of (aa) the First Target Distribution less the Initial Quarterly Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(iv) and Section 6.4(b)(ii) (the sum of (1), (2), (3) and (4) is hereinafter defined as the "*First Liquidation Target Amount*");

(E) *Fifth*, (x) to the General Partner in accordance with its Percentage Interest, (y) 13% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclause (x) and (y) of this clause (E), until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the First Liquidation Target Amount, and (2) the excess of (aa) the Second Target Distribution less the First Target Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(v) and Section 6.4(b)(iii) (the sum of (1) and (2) is hereinafter defined as the "*Second Liquidation Target Amount*");

(F) *Sixth*, (x) to the General Partner in accordance with its Percentage Interest, (y) 23% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclause (x) and (y) of this clause (F), until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the Second Liquidation Target Amount, and (2) the excess of (aa) the Third Target Distribution less the Second Target Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(vi) and Section 6.4(b)(iv) (the sum of (1) and (2) is hereinafter defined as the "*Third Liquidation Target Amount*"); and

(G) *Finally*, (x) to the General Partner in accordance with its Percentage Interest, (y) 48% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclause (x) and (y) of this clause (G).

(ii) If a Net Termination Loss is recognized (or deemed recognized pursuant to Section 5.5(d)), such Net Termination Loss shall be allocated among the Partners in the following manner:

(A) *First*, if such Net Termination Loss is recognized (or is deemed to be recognized) prior to the conversion of the last Outstanding Subordinated Unit, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Subordinated Unit then Outstanding has been reduced to zero;

(B) *Second*, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Common Unit then Outstanding has been reduced to zero; and

(C) *Finally*, the balance, if any, 100% to the General Partner.

(d) *Special Allocations.* Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) *Partnership Minimum Gain Chargeback.* Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(vii) and Section 6.1(d)(viii)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Chargeback of Partner Nonrecourse Debt Minimum Gain.* Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d), other than Section 6.1(d)(i) and other than an allocation pursuant to Section 6.1(d)(vii) and Section 6.1(d)(viii), with respect to such taxable period. This Section 6.1(d)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) *Priority Allocations.*

(A) At any time following the Distribution Reserve Period Termination Date, if the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) to any Unitholder with respect to its Units (other than to holders of Class B Units with respect to the Class B Units) for a taxable year is greater (on a per Unit basis) than the amount of cash or the Net Agreed Value of property distributed to the other Unitholders (other than the class of Unitholders holding Class B Units) with respect to their Units (on a per Unit basis), then (1) each Unitholder receiving such greater cash or property distribution shall be allocated gross income in an amount equal to the product of (aa) the amount by which the distribution (on a per Unit basis) to such Unitholder exceeds the distribution (on a per Unit basis) to the Unitholders receiving the smallest distribution and (bb) the number of Units owned by the

Unitholder receiving the greater distribution; and (2) the General Partner shall be allocated gross income in an aggregate amount equal to the product obtained by multiplying (aa) the quotient determined by dividing (x) the General Partner's Percentage Interest at the time in which the greater cash or property distribution occurs by (y) the sum of 100 less the General Partner's Percentage Interest at the time in which the greater cash or property distribution occurs times (bb) the sum of the amounts allocated in clause (1) above.

(B) After the application of Section 6.1(d)(iii)(A), all or any portion of the remaining items of Partnership gross income or gain for the taxable period, if any, shall be allocated (1) to the holders of Incentive Distribution Rights, Pro Rata, until the aggregate amount of such items allocated to the holders of Incentive Distribution Rights pursuant to this paragraph Section 6.1(d)(iii)(B) for the current taxable year and all previous taxable years is equal to the cumulative amount of all Incentive Distributions made to the holders of Incentive Distribution Rights from the Closing Date to a date 60 days after the end of the current taxable year; and (2) to the General Partner an amount equal to the product of (aa) an amount equal to the quotient determined by dividing (x) the General Partner's Percentage Interest by (y) the sum of 100 less the General Partner's Percentage Interest times (bb) the sum of the amounts allocated in clause (1) above.

(iv) *Qualified Income Offset.* In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible unless such deficit balance is otherwise eliminated pursuant to Section 6.1(d)(i) or Section 6.1(d)(ii).

(v) *Capital Account Deficits.* Except as otherwise provided in this Section 6.1(d)(v), the General Partner shall not be allocated its portion of any item of Net Losses to the extent that such allocation would cause or increase a deficit balance in the General Partner's Adjusted Capital Account. Any item of Net Losses or portion thereof which, but for the limitation in the first sentence of this Section 6.1(d)(v), would be allocated to the General Partner, shall be allocated Pro Rata to each holder of Class B Units having a positive balance in its Adjusted Capital Account, to the extent of such positive balance, provided that if the Adjusted Capital Accounts of all holders of Class B Units have been reduced to zero, any remaining Net Loss shall be allocated to the General PartnerSection 6.1(d). If Net Losses have been allocated to any holder of Class B Units pursuant to this Section 6.1(d)(v) for any taxable year, then Net Income for each subsequent taxable year and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable year shall be allocated 100% to such holder of Class B Units and before any allocations of Net Income pursuant to Section 6.1(a), in an amount equal to the aggregate Net Losses allocated to such holder pursuant to this Section 6.1(d)(v) for all previous

taxable years until the aggregate Net Income allocated to such holder pursuant to this Section 6.1(d)(v) for the current taxable year and all previous taxable years is equal to the aggregate Net Losses allocated to such holder pursuant to this Section 6.1(d)(v) for all previous taxable years.

(vi) *Gross Income Allocations.* In the event any Partner has a deficit balance in its Capital Account at the end of any Partnership taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(vi) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(vi) were not in this Agreement.

(vii) *Nonrecourse Deductions.* Nonrecourse Deductions for any taxable period shall be allocated to the Partners in accordance with their respective Percentage Interests. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(viii) *Partner Nonrecourse Deductions.* Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(ix) *Nonrecourse Liabilities*. For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners in accordance with their respective Percentage Interests.

(x) *Code Section 754 Adjustments*. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(xi) *Economic Uniformity*. At the election of the General Partner with respect to any taxable period ending upon, or after, the termination of the Subordination Period, all or a portion of the remaining items of Partnership gross income, gain, deduction or loss for such taxable period, after taking into account allocations pursuant to Section 6.1(d)(iii), shall be allocated 100% to each Partner with respect to such Partner's Subordinated Units that are Outstanding as of the termination of the Subordination Period ("*Final Subordinated Units*") or Common Units, as the case may be, in the proportion that the respective number of Common Units or Final Subordinated Units held by such Partner bears to the total number of Common Units or Final Subordinated Units then Outstanding, until each such Partner has been allocated the amount of gross income, gain, deduction or loss with respect to such Partner's Common Units or Final Subordinated Units that causes the Capital Account maintained with respect to such Final Subordinated Units to equal an amount equal to the product of (A) the number of Final Subordinated Units held by such Partner and (B) the Per Unit Capital Amount for a Common Unit. The purpose of this allocation is to establish uniformity between the Capital Accounts underlying Final Subordinated Units and the Capital Accounts underlying Common Units held by Persons other than the General Partner and its Affiliates immediately prior to the conversion of such Final Subordinated Units into Common Units after giving effect to any allocations to holders of Common Units pursuant to this Section 6.1(d)(xi). This allocation method for establishing such economic uniformity will be available to the General Partner only if the method for allocating the Capital Account maintained with respect to the Subordinated Units between the transferred and retained Subordinated Units pursuant to Section 5.5(c)(ii) does not otherwise provide such economic uniformity to the Final Subordinated Units.

(xii) *Curative Allocation.*

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. Notwithstanding the preceding sentence, Required Allocations relating to (1) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partnership Minimum Gain and (2) Partner Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partner Nonrecourse Debt Minimum Gain. Allocations pursuant to this Section 6.1(d)(xii)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners. Further, allocations pursuant to this Section 6.1(d)(xii)(A) shall be deferred with respect to allocations pursuant to clauses (1) and (2) hereof to the extent the General Partner determines that such allocations are likely to be offset by subsequent Required Allocations.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(xii)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(xii)(A) among the Partners in a manner that is likely to minimize such economic distortions.

(xiii) *Corrective Allocations*. In the event of any allocation of Additional Book Basis Derivative Items or any Book-Down Event or any recognition of a Net Termination Loss, the following rules shall apply:

(A) In the case of any allocation of Additional Book Basis Derivative Items (other than an allocation of Unrealized Gain or Unrealized Loss under Section 5.5(d) hereof), the General Partner shall allocate additional items of gross income and gain away from the holders of Incentive Distribution Rights to the Unitholders and the General Partner, or additional items of deduction and loss away from the Unitholders and the General Partner to the holders of Incentive Distribution Rights, to the extent that the Additional Book Basis Derivative Items allocated to the Unitholders or the General Partner exceed their Share of Additional Book Basis Derivative Items. For this purpose, the Unitholders and the General Partner shall be treated as being allocated Additional Book Basis Derivative Items to the extent that such Additional Book Basis Derivative Items have reduced the amount of income that would otherwise have been allocated to the Unitholders or the General Partner under the Partnership Agreement (*e.g.*, Additional Book Basis Derivative Items taken into account in computing cost of goods sold would reduce the amount of book income otherwise available for allocation among the Partners). Any allocation made pursuant to this Section 6.1(d)(xiii)(A) shall be made after all of the other Agreed Allocations have been made as if this Section 6.1(d)(xiii)(A) were not in this Agreement and, to the extent necessary, shall require the reallocation of items that have been allocated pursuant to such other Agreed Allocations.

(B) In the case of any negative adjustments to the Capital Accounts of the Partners resulting from a Book-Down Event or from the recognition of a Net Termination Loss, such negative adjustment (1) shall first be allocated, to the extent of the Aggregate Remaining Net Positive Adjustments, in such a manner, as determined by the General Partner, that to the extent possible the aggregate Capital Accounts of the Partners will equal the amount that would have been the Capital Account balance of the Partners if no prior Book-Up Events had occurred, and (2) any negative adjustment in excess of the Aggregate Remaining Net Positive Adjustments shall be allocated pursuant to Section 6.1(c) hereof.

(C) In making the allocations required under this Section 6.1(d)(xiii), the General Partner may apply whatever conventions or other methodology it determines will satisfy the purpose of this Section 6.1(d)(xiii).

Section 6.2 *Allocations for Tax Purposes*.

(a) Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for federal income tax purposes among the Partners as follows:

(i) (A) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Partners in the manner provided under Section 704(c) of the Code that takes into account the variation between the Agreed Value of such property and its adjusted basis at the time of contribution; and (B) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(ii) (A) In the case of an Adjusted Property, such items shall (1)*first*, be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code to take into account the Unrealized Gain or Unrealized Loss attributable to such property and the allocations thereof pursuant to Section 5.5(d)(i) or Section 5.5(d)(ii), and (2) *second*, in the event such property was originally a Contributed Property, be allocated among the Partners in a manner consistent with Section 6.2(b)(i)(A); and (B) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(iii) The General Partner shall apply the principles of Treasury Regulation Section 1.704-3(d) to eliminate Book-Tax Disparities, except as otherwise determined by the General Partner with respect to goodwill, if any.

(c) For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations for federal income tax purposes of income (including gross income) or deductions; and (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.2(c) only if such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Limited Partner Interests issued and Outstanding or the Partnership, and if such allocations are consistent with the principles of Section 704 of the Code.

(d) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the Partnership's common basis of such property, despite any inconsistency of such approach with Treasury Regulation Section 1.167(c)-l(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership's property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Limited Partner Interests, so long as such conventions would not have a material adverse effect on the Limited Partners or the Record Holders of any class or classes of Limited Partner Interests.

(e) Any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(f) All items of income, gain, loss, deduction and credit recognized by the Partnership for federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; *provided*, *however*, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(g) If Capital Account balances are reallocated between the Partners in accordance with Section 5.5(d)(i) hereof and Proposed Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(4), beginning with the year of reallocation and continuing until the allocations required are fully taken into account, the Partnership shall make corrective allocations (allocations of items of gross income or gain or loss or deduction for federal income tax purposes that do not have a corresponding book allocation) to take into account the Capital Account reallocation, as provided in Proposed Treasury Regulation Section 1.704-1(b)(4)(x).

(h) Each item of Partnership income, gain, loss and deduction shall for federal income tax purposes be determined on an annual basis and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the American Stock Exchange or such other National Securities Exchange on which the Common Units may then be listed or admitted for trading on the first Business Day of each month; *provided*, *however*, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income or loss realized and recognized other than in the ordinary course of business, as determined by the General Partner, shall be allocated to the Partners as of the opening of the American Stock Exchange or such other National Securities Exchange on which the

Common Units may then be listed or admitted for trading on the first Business Day of the month in which such gain or loss is recognized for federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and the regulations or rulings promulgated thereunder.

(i) Allocations that would otherwise be made to a Limited Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Limited Partner Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

Section 6.3 *Requirementand Characterization of Cash Distributions; Cash Distributions to Record Holders***.**

(a) Within 45 days following the end of each Quarter commencing with the Quarter ending on March 31, 2007, an amount equal to 100% of Available Cash with respect to such Quarter shall, subject to the Delaware Act, be distributed in accordance with this Article VI by the Partnership to the Partners as of the Record Date selected by the General Partner. All amounts of Available Cash distributed by the Partnership on any date from any source shall be deemed to be Operating Surplus until the sum of all amounts of Available Cash theretofore distributed by the Partnership to the Partners pursuant to Section 6.4 equals the Operating Surplus from the Closing Date through the close of the immediately preceding Quarter. Any remaining amounts of Available Cash distributed on such date by the Partnership after giving effect to the two preceding sentences shall, except as otherwise provided in Section 6.5, be deemed to be "*Capital Surplus*." Notwithstanding any provision to the contrary contained in this Agreement, the Partnership shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate the Delaware Act or any other applicable law.

(b) Notwithstanding Section 6.3(a), in the event of the dissolution and liquidation of the Partnership, all receipts received during or after the Quarter in which the Liquidation Date occurs, other than from borrowings determined to be Available Cash in accordance with (a)(ii) of the definition of Available Cash, shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(c) The General Partner may treat taxes paid by the Partnership on behalf of, or amounts withheld with respect to, all or less than all of the Partners, as a distribution of Available Cash to such Partners.

(d) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through the Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 6.4 *Distributions of Available Cash from Operating Surplus.*

(a) *During Subordination Period.* Available Cash with respect to any Quarter within the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or Section 6.5 shall, subject to the Delaware Act, be distributed as follows, except as otherwise required by Section 5.6 in respect of other Partnership Securities issued pursuant thereto:

(i) *First*, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Initial Quarterly Distribution for such Quarter;

(ii) *Second*, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage existing with respect to such Quarter;

(iii) *Third*, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Subordinated Unit then Outstanding an amount equal to the Initial Quarterly Distribution for such Quarter;

(iv) *Fourth*, to the General Partner and all Unitholders, in accordance with their respective Percentage Interests, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Initial Quarterly Distribution for such Quarter;

(v) *Fifth*, (A) to the General Partner in accordance with its Percentage Interest; (B) 13% to the holders of the Incentive Distribution Rights, Pro Rata; and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to sub-clauses (A) and (B) of this clause (v) until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(vi) *Sixth*, (A) to the General Partner in accordance with its Percentage Interest, (B) 23% to the holders of the Incentive Distribution Rights, Pro Rata; and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this subclause (vi), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(vii) *Thereafter*, (A) to the General Partner in accordance with its Percentage Interest; (B) 48% to the holders of the Incentive Distribution Rights, Pro Rata; and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (vii);

provided, *however*, if the Initial Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(a)(vii).

(b) *After Subordination Period.* Available Cash with respect to any Quarter after the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or Section 6.5, subject to the Delaware Act, shall be distributed as follows, except as otherwise required by Section 5.6(b) in respect of additional Partnership Securities issued pursuant thereto:

(i) *First*, 100% to the General Partner and the Unitholders in accordance with their respective Percentage Interests, until there has been distributed in respect of each Unit then Outstanding an amount equal to the Initial Quarterly Distribution for such Quarter;

(ii) *Second*, 100% to the General Partner and the Unitholders in accordance with their respective Percentage Interests, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Initial Quarterly Distribution for such Quarter;

(iii) *Third*, (A) to the General Partner in accordance with its Percentage Interest; (B) 13% to the holders of the Incentive Distribution Rights, Pro Rata; and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (iii), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(iv) *Fourth*, (A) to the General Partner in accordance with its Percentage Interest; (B) 23% to the holders of the Incentive Distribution Rights, Pro Rata; and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (iv), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(v) *Thereafter*, (A) to the General Partner in accordance with its Percentage Interest; (B) 48% to the holders of the Incentive Distribution Rights, Pro Rata; and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (v);

provided, *however*, if the Initial Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(b)(v).

Section 6.5 *Distributions of Available Cash from Capital Surplus.*

Available Cash that is deemed to be Capital Surplus pursuant to the provisions of Section 6.3(a) shall, subject to the Delaware Act, be distributed, unless the provisions of Section 6.3 require otherwise, 100% to the General Partner and the Unitholders in accordance with their respective Percentage Interests, until a hypothetical holder of a Common Unit acquired in the Initial Public Offering has received with respect to such Common Unit during the period since the Closing Date through such date, distributions of Available Cash that are deemed to be Capital Surplus in an aggregate amount equal to the Initial Unit Price of such Common Unit. Available Cash that is deemed to be Capital Surplus shall then be distributed (A) to the General Partner in accordance with its Percentage Interest and (B) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage. Thereafter, all Available Cash shall be distributed as if it were Operating Surplus and shall be distributed in accordance with Section 6.4.

Section 6.6 *Adjustment of Initial Quarterly Distribution and Target Distribution Levels.*

(a) The Initial Quarterly Distribution, First Target Distribution, Second Target Distribution, Third Target Distribution, Common Unit Arrearages and Cumulative Common Unit Arrearages shall be proportionately adjusted in the event of any distribution, combination or subdivision (whether effected by a distribution payable in Units or otherwise) of Units or other Partnership Securities in accordance with Section 5.9. In the event of a distribution of Available Cash that is deemed to be from Capital Surplus, the then applicable Initial Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, shall be adjusted proportionately downward to equal the product obtained by multiplying the otherwise applicable Initial Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, as the case may be, by a fraction of which the numerator is the Unrecovered Initial Unit Price of the Common Units immediately after giving effect to such distribution and of which the denominator is the Unrecovered Initial Unit Price of the Common Units immediately prior to giving effect to such distribution.

(b) The Initial Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, shall also be subject to adjustment pursuant to Section 6.9.

Section 6.7 *Special Provisions Relating to the Holders of Subordinated Units.*

(a) Except with respect to the right to vote on or approve matters requiring the vote or approval of a percentage of the holders of Outstanding Common Units and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units, the holder of a Subordinated Unit shall have all of the rights and obligations of a Unitholder holding Common Units hereunder; *provided*, *however*, that immediately upon the conversion of Subordinated Units into Common Units pursuant to Section 5.7, the Unitholder holding a Subordinated Unit shall possess all of the rights and obligations of a Unitholder holding Common Units hereunder, including the right to vote as a Common Unitholder and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units; *provided*, *however*, that such converted Subordinated Units shall remain subject to the provisions of Section 5.5(c)(ii), Section 6.1(d)(xi) and Section 6.7(c).

(b) A Unitholder shall not be permitted to transfer a Subordinated Unit or a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.7 (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account with respect to the retained Subordinated Units or Retained Converted Subordinated Units would be negative after giving effect to the allocation under Section 5.5(c)(ii)(B).

(c) A Unitholder holding a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.7 shall not be issued a Common Unit Certificate pursuant to Section 4.1, and shall not be permitted to transfer its converted Subordinated Units to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that a converted Subordinated Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.7(c), the General Partner may take whatever steps are required to provide economic uniformity to the converted Subordinated Units in preparation for a transfer of such converted Subordinated Units, including the application of Section 5.5(c)(ii), Section 6.1(d)(xi) and Section 6.7(b), *provided, however,* that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units represented by Common Unit Certificates (for this purpose the allocation of income, gain, loss or deduction with respect to Subordinated Units or Common Units will be deemed not to have a material adverse effect on the Unitholders holding Common Units).

Section 6.8 *Special Provisions Relating to the Holders of Incentive Distribution Rights.*

Notwithstanding anything to the contrary set forth in this Agreement, the holders of the Incentive Distribution Rights (a) shall (i) possess the rights and obligations provided in this Agreement with respect to a Limited Partner pursuant to Article III and Article VII and (ii) have a Capital Account as a Partner pursuant to Section 5.5 and all other provisions related thereto and (b) shall not (i) be entitled to vote on any matters requiring the approval or vote of the holders of Outstanding Units, except as provided by law, (ii) be entitled to any distributions other than as provided in Section 6.4(a)(v), Section 6.4(a)(vi) and Section 6.4(a)(vii), Section 6.4(b)(iii), (iv) and (v), and Section 12.4 or (iii) be allocated items of income, gain, loss or deduction other than as specified in this Article VI. In addition to the foregoing, if any distribution from Operating Surplus is made pursuant to Section 6.4 as a result of the refinancing of the Partnership's indebtedness for borrowed money, the holders of the Incentive Distribution Rights shall not be entitled to any distributions under Section 6.4 with respect thereto.

Section 6.9 *Special Provisions Relating to the Holders of Class B Units.*

(a) Subject to the transfer restrictions in Section 4.8, a Unitholder holding a Class B Unit shall be required to provide notice to the General Partner of the transfer of the Class B Unit at any time during the earlier of (i) thirty (30) days following such transfer and

(ii) the last Business Day of the calendar year during which such transfer occurred, unless the transfer is to an Affiliate of the holder. Subject to the transfer restrictions in Section 4.8, a Unitholder holding a Converted Class B Unit shall be required to provide notice to the General Partner of the transfer of the Converted Class B Unit at any time during the earlier of (i) thirty (30) days following such transfer and (ii) the last Business Day of the calendar year during which such transfer occurred, unless (x) the transfer is to an Affiliate of the holder or (y) by virtue of the application of Section 5.5(d)(i), the General Partner has previously determined, based on advice of counsel, that the Converted Class B Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.9, the General Partner shall take whatever steps are required to provide economic uniformity to the Converted Class B Unit in preparation for a transfer of such Units; *provided, however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units represented by Common Unit Certificates (for this purpose the allocations of income, gain, loss and deductions, and the making of any guaranteed payments or reallocation of Capital Account balances among the Partners in accordance with Section 5.5(d)(i) hereof and Proposed Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(4) with respect to Class B Units or Common Units will be deemed not to have a material adverse effect on the Unitholders holding Common Units).

(b) Notwithstanding anything to the contrary set forth in this Agreement, the holders of the Class B Units (i) shall (A) possess the rights and obligations provided in this Agreement with respect to a Limited Partner pursuant to Article III and Article VII and (B) in accordance with Section 5.5(a), Section 5.5(d)(i) and Section 5.12, have a Capital Account as a Partner pursuant to Section 5.5 and all other provisions related thereto and (C) be entitled to vote on any matters requiring the approval or vote of the holders of Outstanding Units as provided in Section 5.12 and (ii) shall not (A) be entitled to any distributions other than as provided in Section 5.12 or (B) be allocated items of income, gain, loss or deduction other than as specified in Sections 5.12 or 6.1(d)(v).

Section 6.10 Entity-Level Taxation.

If legislation is enacted or the interpretation of existing language is modified by a court of competent jurisdiction so that a Group Member is treated as an association taxable as a corporation or is otherwise subject to an entity-level tax for federal, state or local income tax purposes, then the General Partner may reduce the Initial Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution by the amount of income taxes that are payable by reason of any such new legislation or interpretation (the "*Incremental Income Taxes*"), or any portion thereof selected by the General Partner, in the manner provided in this Section 6.10. If the General Partner elects to reduce the Initial Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution for any Quarter with respect to all or a portion of any Incremental Income Taxes, the General Partner shall estimate for such Quarter the Partnership Group's aggregate liability (the "*Estimated Incremental Quarterly Tax Amount*") for all (or the relevant portion of) such Incremental Income Taxes;*provided* that any difference between such estimate and the actual tax liability for Incremental Income Taxes (or the relevant portion thereof) for such Quarter may, to the extent determined by the General Partner, be taken into account in determining the

Estimated Incremental Quarterly Tax Amount with respect to each Quarter in which any such difference can be determined. For each such Quarter, the Initial Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, shall be the product obtained by multiplying (a) the amounts therefor that are set out herein prior to the application of this Section 6.10 times (b) the quotient obtained by dividing (i) Available Cash with respect to such Quarter by (ii) the sum of Available Cash with respect to such Quarter and the Estimated Incremental Quarterly Tax Amount for such Quarter, as determined by the General Partner. For purposes of the foregoing, Available Cash with respect to a Quarter will be deemed reduced by the Estimated Incremental Quarterly Tax Amount for that Quarter.

ARTICLE VII

MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1 *Management*.

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner or Assignee shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 7.3, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible into Partnership Securities, and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Section 7.3 and Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group; subject to Section 7.6(a), the lending of funds to other Persons (including other Group Members); the repayment or guarantee of obligations of any Group Member; and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of Partnership cash;

(vii) the selection and dismissal of employees (including employees having titles such as “president,” “vice president,” “secretary” and “treasurer”) and agents, outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, corporations, limited liability companies or other relationships (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time) subject to the restrictions set forth in Section 2.4;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange (subject to any prior approval that may be required under Section 4.8);

(xiii) the purchase, sale or other acquisition or disposition of Partnership Securities, or the issuance of options, rights, warrants and appreciation rights relating to Partnership Securities;

(xiv) the undertaking of any action in connection with the Partnership’s participation in any Group Member; and

(xv) the entering into of agreements with any of its Affiliates to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership.

(b) Notwithstanding any other provision of this Agreement, any Group Member Agreement, the Delaware Act or any applicable law, rule or regulation, each of the Partners and the Assignees and each other Person who may acquire an interest in Partnership Securities hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement, the Group Member Agreement of each other Group Member, and the Underwriting Agreement, Contribution Agreement, Letter Agreement, Management Services Agreements, Services Agreement, Secondment Agreement, O&M Agreement, Assignment Agreement, Crest Royalty Agreement, Tax Sharing Agreement and other agreements described in or filed as exhibits to the Registration Statement that are related to the transactions contemplated by the Registration Statement to which the

Partnership or any of its Subsidiaries is a party as of the effective date of this Agreement; (ii) agrees that the General Partner (on its own or through any officer of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners or the Assignees or the other Persons who may acquire an interest in Partnership Securities; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV) shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Limited Partners or any other Persons under this Agreement (or any other agreements) or of any other duty existing at law, in equity or otherwise.

Section 7.2 *Certificate of Limited Partnership.*

The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.4(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Limited Partner.

Section 7.3 *Restrictions on the General Partner's Authority.*

(a) Except as otherwise provided in this Agreement, the General Partner may not, without written approval of the specific act by holders of all of the Outstanding Limited Partner Interests or by other written instrument executed and delivered by holders of all of the Outstanding Limited Partner Interests subsequent to the date of this Agreement, take any action in contravention of this Agreement.

(b) Except as provided in Article XII and Article XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (including by way of merger, consolidation, other combination or sale of ownership interests of the Partnership's Subsidiaries) without the approval of holders of a Unit Majority; *provided*, *however*, that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the

assets of the Partnership Group and shall not apply to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance. Without the approval of holders of a Unit Majority, the General Partner shall not, on behalf of the Partnership, except as permitted under Section 4.6, Section 11.1 and Section 11.2, elect or cause the Partnership to elect a successor general partner of the Partnership.

Section 7.4 *Reimbursement of the General Partner.*

(a) Except as provided in this Section 7.4 and elsewhere in this Agreement, the General Partner shall not be compensated for its services as a general partner or managing member of any Group Member.

(b) The General Partner or Cheniere LNG Terminals, without duplication, shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person, including Affiliates of the General Partner, to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group and including overhead allocated to the Partnership by Affiliates of the General Partner consistent with then-applicable accounting and allocation methodologies generally permitted by FERC for rate-making purposes (or in the absence of then-applicable methodologies permitted by FERC, consistent with the most-recently applicable methodologies) and past business practices, and including the fees and expenses payable by the Partnership pursuant to the O&M Agreement and the Services Agreement), and (ii) all other expenses allocable to the Partnership Group or otherwise incurred in connection with operating the Partnership Group's business (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the Partnership Group. Reimbursements pursuant to this Section 7.4 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7. The allocation of overhead to the Partnership by Affiliates of the General Partner consistent with then-applicable accounting and allocation methodologies generally permitted by FERC for rate-making purposes (or in the absence of then-applicable methodologies permitted by FERC, consistent with the most-recently applicable methodologies) and past business practices shall be deemed to be fair and reasonable to the Partnership.

(c) The General Partner, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), may propose and adopt on behalf of the Partnership Employee Benefit Plans, employee programs and employee practices (including plans, programs and practices involving the issuance of Partnership Securities or options to purchase or rights, warrants or appreciation rights relating to Partnership Securities), or cause the Partnership to issue Partnership Securities in connection with, or pursuant to, any Employee Benefit Plan, employee program or employee practice maintained or sponsored by the General Partner or any of its Affiliates, in each case for the benefit of employees of the General Partner or its Affiliates, or any Group Member or its Affiliates, or any of them, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Securities that the General Partner or such Affiliates are obligated to provide to

any employees pursuant to any such Employee Benefit Plans, employee programs or employee practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Securities purchased by the General Partner or such Affiliates from the Partnership to fulfill options or awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.4(b). Any and all obligations of the General Partner under any Employee Benefit Plans, employee programs or employee practices adopted by the General Partner as permitted by this Section 7.4(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.6.

Section 7.5 *Outside Activities.*

(a) After the Closing Date, the General Partner, for so long as it is the General Partner of the Partnership (i) agrees that its sole business will be to act as a general partner or managing member, as the case may be, of the Partnership and any other partnership or limited liability company of which the Partnership is, directly or indirectly, a partner or member and to undertake activities that are ancillary or related thereto (including being a limited partner in the Partnership) and (ii) shall not engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (A) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the Registration Statement or (B) the acquiring, owning or disposing of debt or equity securities in any Group Member.

(b) Subject to Section 7.5(c), each Indemnitee (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member, and none of the same shall constitute a breach of this Agreement or any other duty existing at law, in equity or otherwise to any Group Member or any Partner or Assignee. Notwithstanding anything to the contrary in this Agreement or any duty existing at law, in equity or otherwise, but subject to Section 7.5(c) (i) the engaging in competitive activities by any Indemnitees (other than the General Partner) in accordance with the provisions of this Section 7.5 is hereby approved by the Partnership and all Partners, (ii) it shall be deemed not to be breach of any duty including any fiduciary duty or any other obligation of any type whatsoever of the General Partner or of any Indemnitee for the Indemnitees (other than the General Partner) to engage in such business interests and activities in preference to or to the exclusion of the Partnership.

(c) Notwithstanding anything to the contrary in this Agreement or any duty existing at law, in equity or otherwise, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to an Indemnitee (including the General Partner). No Indemnitee (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership shall have any duty to communicate or offer such opportunity to the Partnership,

and it shall be deemed not to be breach of any duty including any fiduciary duty or any other obligation of any type whatsoever of the General Partner or of any Indemnitee for the Indemnitees (including the General Partner) to not communicate or offer such opportunity to the Partnership, and such Indemnitee (including the General Partner) shall not be liable to the Partnership, to any Limited Partner or any other Person for breach of any fiduciary or other duty by reason of the fact that such Indemnitee (including the General Partner) pursues or acquires for itself, directs such opportunity to another Person or does not communicate such opportunity or information to the Partnership; *provided, however*, that the preceding terms of this Section 7.5(c) shall not apply to any business opportunity (i) of which any Person who is an employee of any member of the Partnership Group or an officer, director or employee of the General Partner acquires knowledge while acting in his capacity as such officer, director or employee and not acting in his capacity as an officer, director or employee of an entity that is not a member of the Partnership Group or (ii) taken by an Indemnitee who is an individual for such Indemnitee's personal benefit.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Securities in addition to those acquired on the Closing Date and, except as otherwise provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all Units or other Partnership Securities acquired by them. The term "*Affiliates*" when used in this Section 7.5(d) with respect to the General Partner shall not include any Group Member.

Section 7.6 *Loans from the General Partner; Loans or Contributions from the Partnership or Group Members.*

(a) The General Partner or any of its Affiliates may lend to any Group Member, and any Group Member may borrow from the General Partner or any of its Affiliates, funds needed or desired by the Group Member for such periods of time and in such amounts as the General Partner may determine; *provided*, *however*, that in any such case the lending party may not charge the borrowing party interest at a rate greater than the rate that would be charged the borrowing party or impose terms less favorable to the borrowing party than would be charged or imposed on the borrowing party by unrelated lenders on comparable loans made on an arm's-length basis (without reference to the lending party's financial abilities or guarantees), all as determined by the General Partner. The borrowing party shall reimburse the lending party for any costs (other than any additional interest costs) incurred by the lending party in connection with the borrowing of such funds. For purposes of this Section 7.6(a) and Section 7.6(b), the term "*Group Member*" shall include any Affiliate of a Group Member that is controlled by the Group Member.

(b) The Partnership may lend or contribute to any Group Member, and any Group Member may borrow from the Partnership, funds on terms and conditions determined by the General Partner. No Group Member may lend funds to the General Partner or any of its Affiliates (other than another Group Member).

(c) No borrowing by any Group Member or the approval thereof by the General Partner shall be deemed to constitute a breach of any duty of the General Partner or its Affiliates to the Partnership or the Limited Partners existing hereunder, or existing at law, in equity or otherwise by reason of the fact that the purpose or effect of such borrowing is

directly or indirectly to (i) enable distributions to the General Partner or its Affiliates (including in their capacities as Limited Partners) to exceed the General Partner's Percentage Interest of the total amount distributed to all partners or (ii) hasten the expiration of the Subordination Period or the conversion of any Subordinated Units into Common Units.

Section 7.7 *Indemnification*.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of the Indemnitee's serving or having served, or taking or having taken any action or inaction in any capacity that causes or caused the Indemnitee to be, an Indemnitee; *provided*, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful; *provided*, *further*, no indemnification pursuant to this Section 7.7 shall be available to the General Partner or its Affiliates (other than a Group Member) with respect to its or their obligations incurred pursuant to the Underwriting Agreement or the Contribution Agreement (other than obligations incurred by the General Partner on behalf of the Partnership). Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a determination that the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 7.7.

(c) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests, as a matter of law or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity (including any capacity under the Underwriting Agreement), and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership's activities or such Person's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.7, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an Employee Benefit Plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an Employee Benefit Plan pursuant to applicable law shall constitute "*fines*" within the meaning of Section 7.7(a); and action taken or omitted by it with respect to any Employee Benefit Plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.7 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.8 *Liability of Indemnitees.*

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Partnership, the Limited Partners, the Assignees or any other Persons who have acquired interests in the Partnership Securities, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) Subject to its obligations and duties as General Partner set forth in Section 7.1(a), the General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(e) In exercising its authority under this Agreement, the General Partner is under no obligation to consider the separate interests of any Partner individually (including, without limitation, the particular tax consequences to any Partner individually) in deciding whether to cause the Partnership to take (or to decline to take) any action, and the General Partner shall not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by Partners in connection with such decisions, *provided* that the General Partner has acted in good faith.

Section 7.9 *Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties.*

(a) Unless otherwise expressly provided in this Agreement or any Group Member Agreement, whenever any actual or potential conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member, any Partner or any Assignee, on the other, any resolution or course of action by the General Partner or its Affiliates in respect of such conflict of interest shall be permitted and deemed approved by all Partners, and shall not constitute a breach of this Agreement, of any Group Member Agreement, of any agreement contemplated herein or therein, or of any duty existing at law, in equity or otherwise, if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval, (ii) approved by the vote of a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates), (iii) on terms no less favorable to the Partnership than those generally being provided to or available from unrelated third parties or (iv) fair and reasonable to the Partnership, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the Partnership). The General Partner shall be authorized but not required in connection with its resolution of such conflict of interest to seek Special Approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not received Special Approval. If Special Approval is

sought, then it shall be presumed that, in making its decision, the Conflicts Committee acted in good faith, and if Special Approval is not sought and the Board of Directors of the General Partner determines that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above, then it shall be presumed that, in making its decision, the Board of Directors acted in good faith, and, in either case, in any proceeding brought by any Limited Partner or Assignee or by or on behalf of such Limited Partner or Assignee or any other Limited Partner or Assignee or the Partnership challenging such approval, the Person bringing or prosecuting such proceeding shall have the burden of overcoming such presumption. Notwithstanding anything to the contrary in this Agreement, the existence of the conflicts of interest described in the Registration Statement are hereby approved by all Partners and shall not constitute a breach of this Agreement or of any other duty existing at law, in equity or otherwise.

(b) Whenever the General Partner makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its capacity as the general partner of the Partnership as opposed to in its individual capacity, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then, unless another express standard is provided for in this Agreement, the General Partner, or such Affiliates causing it to do so, shall make such determination or take or decline to take such other action in good faith and shall not be subject to any other or different standards imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. In order for a determination or other action to be in "good faith" for purposes of this Agreement, the Person or Persons making such determination or taking or declining to take such other action must believe that the determination or other action is in the best interests of the Partnership.

(c) Whenever the General Partner makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its individual capacity as opposed to in its capacity as the general partner of the Partnership, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then the General Partner, or such Affiliates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any fiduciary or other duty or obligation whatsoever to the Partnership, any Limited Partner or Assignee; and the General Partner, or such Affiliates causing it to do so, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. By way of illustration and not of limitation, whenever the phrase, "at the option of the General Partner," or some variation of that phrase, is used in this Agreement, it indicates that the General Partner is acting in its individual capacity. For the avoidance of doubt, but subject to Section 4.6 and Section 4.7, whenever the General Partner votes or transfers its Units, General Partner Units or Incentive Distribution Rights, as appropriate, or refrains from voting or transferring its Units, General Partner Units or Incentive Distribution Rights, to the extent permitted under this Agreement, it shall be acting in its individual capacity. The General Partner's organizational documents may provide that determinations to take or decline to take any action in its individual, rather than representative, capacity may or shall be determined by its members, if the General Partner is a limited liability company, stockholders, if the General Partner is a corporation, or the members or stockholders of the General Partner's general partner, if the General Partner is a limited partnership.

(d) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group other than in the ordinary course of business or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be at its option.

(e) Except as expressly set forth in this Agreement or required by the Delaware Act, neither the General Partner nor any other Indemnitee shall have any duties or liabilities, including fiduciary duties, to the Partnership or any Limited Partner or Assignee and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the General Partner or any other Indemnitee otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner or such other Indemnitee.

(f) The Unitholders hereby authorize the General Partner, on behalf of the Partnership as a partner or member of a Group Member, to approve actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

Section 7.10 *Other Matters Concerning the General Partner.*

(a) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such advice or opinion. The General Partner shall be fully protected from liability to the Partnership, the Partners or other Persons bound to this Agreement for such reliance made in good faith.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers, a duly appointed attorney or attorneys-in-fact or the duly authorized officers of the Partnership.

Section 7.11 *Purchase or Sale of Partnership Securities*.

The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Securities;*provided* that, except as may be required pursuant to Section 4.10, the General Partner may not cause any Group Member to purchase Subordinated Units during the Subordination Period. As long as Partnership Securities are held by any Group Member, such Partnership Securities shall not be considered Outstanding for any purpose, except as otherwise provided herein. The General Partner or any Affiliate of the General Partner may also purchase or otherwise acquire and sell or otherwise dispose of Partnership Securities for its own account, subject to the provisions of Article IV and Article X.

Section 7.12 *Registration Rights of the General Partner and its Affiliates*.

(a) If, (i) the General Partner or any Affiliate of the General Partner (including for purposes of this Section 7.12, any Person that is an Affiliate of the General Partner at the date hereof notwithstanding that it may later cease to be an Affiliate of the General Partner) holds Partnership Securities that it desires to sell and (ii) Rule 144 of the Securities Act (or any successor rule or regulation to Rule 144) or another exemption from registration is not available to enable such holder of Partnership Securities (the "*Holder*") to dispose of the number of Partnership Securities it desires to sell at the time it desires to do so without registration under the Securities Act, then at the option and upon the request of the Holder, the Partnership shall file with the Commission as promptly as practicable after receiving such request, and use all commercially reasonable efforts to cause to become effective and remain effective for a period of not less than six months following its effective date or such shorter period as shall terminate when all Partnership Securities covered by such registration statement have been sold, a registration statement under the Securities Act registering the offering and sale of the number of Partnership Securities specified by the Holder; *provided*, *however*, that the Partnership shall not be required to effect more than five registrations pursuant to Section 7.12(a) and Section 7.12(b); and *provided further*, *however*, that if the Conflicts Committee determines in good faith that the requested registration would be materially detrimental to the Partnership and its Partners because such registration would (x) materially interfere with a significant acquisition, reorganization or other similar transaction involving the Partnership, (y) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws, then the Partnership shall have the right to postpone such requested registration for a period of not more than six months after receipt of the Holder's request, such right pursuant to this Section 7.12(a) and Section 7.12(b) not to be utilized more than once in any twelve-month period. Except as provided in the preceding sentence, the Partnership shall be deemed not to have used all commercially reasonable efforts to keep the registration statement effective during the applicable period if it voluntarily takes any action that would result in Holders of Partnership Securities covered thereby not being able to offer and sell such Partnership Securities at any time during such period, unless such action is required by applicable law. In connection with any registration pursuant to the immediately preceding sentence, the Partnership shall (i) promptly prepare and file (A) such documents as may be necessary to register or qualify the securities subject to such registration under the securities laws of such states as the Holder shall reasonably request;

provided, *however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business as a foreign corporation or partnership doing business in such jurisdiction solely as a result of such registration, and (B) such documents as may be necessary to apply for listing or to list the Partnership Securities subject to such registration on such National Securities Exchange as the Holder shall reasonably request, and (ii) do any and all other acts and things that may be necessary or appropriate to enable the Holder to consummate a public sale of such Partnership Securities in such states. Except as set forth in Section 7.12(d), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(b) If, any Holder holds Partnership Securities that it desires to sell and Rule 144 of the Securities Act (or any successor rule or regulation to Rule 144) or another exemption from registration is not available to enable such Holder to dispose of the number of Partnership Securities it desires to sell at the time it desires to do so without registration under the Securities Act, then at the option and upon the request of the Holder, the Partnership shall file with the Commission as promptly as practicable after receiving such request, and use all commercially reasonable efforts to cause to become effective and remain effective for a period of not less than six months following its effective date or such shorter period as shall terminate when all Partnership Securities covered by such shelf registration statement have been sold, a "shelf" registration statement covering the Partnership Securities specified by the Holder on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the Commission; *provided*, *however*, that the Partnership shall not be required to effect more than five registrations pursuant to Section 7.12(a) and this Section 7.12(b); and *provided further*, *however*, that if the Conflicts Committee determines in good faith that any offering under, or the use of any prospectus forming a part of, the shelf registration statement would be materially detrimental to the Partnership and its Partners because such offering or use would (x) materially interfere with a significant acquisition, reorganization or other similar transaction involving the Partnership, (y) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws, then the Partnership shall have the right to suspend such offering or use for a period of not more than six months after receipt of the Holder's request, such right pursuant to Section 7.12(a) or this Section 7.12(b) not to be utilized more than once in any twelve-month period. Except as provided in the preceding sentence, the Partnership shall be deemed not to have used all commercially reasonable efforts to keep the shelf registration statement effective during the applicable period if it voluntarily takes any action that would result in Holders of Partnership Securities covered thereby not being able to offer and sell such Partnership Securities at any time during such period, unless such action is required by applicable law. In connection with any shelf registration pursuant to this Section 7.12(b), the Partnership shall (i) promptly prepare and file (A) such documents as may be necessary to register or qualify the securities subject to such shelf registration under the securities laws of such states as the Holder shall reasonably request; *provided*, *however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business as a foreign corporation or

partnership doing business in such jurisdiction solely as a result of such shelf registration, and (B) such documents as may be necessary to apply for listing or to list the Partnership Securities subject to such shelf registration on such National Securities Exchange as the Holder shall reasonably request, and (ii) do any and all other acts and things that may be necessary or appropriate to enable the Holder to consummate a public sale of such Partnership Securities in such states. Except as set forth in Section 7.12(d), all costs and expenses of any such shelf registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(c) If the Partnership shall at any time propose to file a registration statement under the Securities Act for an offering of equity securities of the Partnership for cash (other than an offering relating solely to an Employee Benefit Plan), the Partnership shall use all commercially reasonable efforts to include such number or amount of securities held by any Holder in such registration statement as the Holder shall request; *provided*, that the Partnership is not required to make any effort or take any action to so include the securities of the Holder once the registration statement becomes or is declared effective by the Commission, including any registration statement providing for the offering from time to time of securities pursuant to Rule 415 of the Securities Act. If the proposed offering pursuant to this Section 7.12(c) shall be an underwritten offering, then, in the event that the managing underwriter or managing underwriters of such offering advise the Partnership and the Holder in writing that in their opinion the inclusion of all or some of the Holder's Partnership Securities would adversely and materially affect the success of the offering, the Partnership shall include in such offering only that number or amount, if any, of securities held by the Holder that, in the opinion of the managing underwriter or managing underwriters, will not so adversely and materially affect the offering. Except as set forth in Section 7.12(d), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(d) If underwriters are engaged in connection with any registration referred to in this Section 7.12, the Partnership shall provide indemnification, representations, covenants, opinions and other assurance to the underwriters in form and substance reasonably satisfactory to such underwriters. Further, in addition to and not in limitation of the Partnership's obligation under Section 7.7, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless the Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "*Indemnified Persons*") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 7.12(d) as a "*claim*" and in the plural as "*claims*") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which any Partnership Securities were registered under the Securities Act or any state securities or Blue Sky laws, in any preliminary prospectus (if used prior to the effective date of such registration statement), or

in any summary or final prospectus or in any amendment or supplement thereto (if used during the period the Partnership is required to keep the registration statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein not misleading; *provided*, *however*, that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, such preliminary, summary or final prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(e) The provisions of Section 7.12(a), Section 7.12(b) and Section 7.12(c) shall continue to be applicable with respect to the General Partner (and any of the General Partner's Affiliates) after it ceases to be a general partner of the Partnership, during a period of two years subsequent to the effective date of such cessation and for so long thereafter as is required for the Holder to sell all of the Partnership Securities with respect to which it has requested during such two-year period inclusion in a registration statement otherwise filed or that a registration statement be filed; *provided*, *however*, that the Partnership shall not be required to file successive registration statements covering the same Partnership Securities for which registration was demanded during such two-year period. The provisions of Section 7.12(d) shall continue in effect thereafter.

(f) The rights to cause the Partnership to register Partnership Securities pursuant to this Section 7.12 may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such Partnership Securities, provided (i) the Partnership is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the Partnership Securities with respect to which such registration rights are being assigned; and (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms set forth in this Section 7.12.

(g) Any request to register Partnership Securities pursuant to this Section 7.12 shall (i) specify the Partnership Securities intended to be offered and sold by the Person making the request, (ii) express such Person's present intent to offer such Partnership Securities for distribution, (iii) describe the nature or method of the proposed offer and sale of Partnership Securities, and (iv) contain the undertaking of such Person to provide all such information and materials and take all action as may be required in order to permit the Partnership to comply with all applicable requirements in connection with the registration of such Partnership Securities.

Section 7.13 *Reliance by Third Parties.*

Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the

Partnership's sole party in interest, both legally and beneficially. Each Limited Partner hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 *Records and Accounting*.

The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.4(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the record of the Record Holders and Assignees of Units or other Partnership Securities, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, punch cards, magnetic tape, photographs, micrographics or any other information storage device; *provided*, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP.

Section 8.2 *Fiscal Year*.

The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 8.3 *Reports*.

(a) As soon as practicable, but in no event later than 120 days after the close of each fiscal year of the Partnership, the General Partner shall cause to be mailed or made available, by any reasonable means (including posting on the Partnership's website), to each Record Holder of a Unit as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner.

(b) As soon as practicable, but in no event later than 90 days after the close of each Quarter except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means (including posting on the Partnership's website), to each Record Holder of a Unit, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

ARTICLE IX

TAX MATTERS

Section 9.1 *Tax Returns and Information.*

The Partnership shall timely file all returns of the Partnership that are required for federal, state and local income tax purposes on the basis of the accrual method and the taxable year or years that it is required by law to adopt, from time to time, as determined in good faith by the General Partner. The tax information reasonably required by Record Holders for federal and state income tax reporting purposes with respect to a taxable year shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable year ends. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for federal income tax purposes.

Section 9.2 *Tax Elections.*

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Limited Partner Interest will be deemed to be the lowest quoted closing price of the Limited Partner Interests on any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(h) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 9.3 *Tax Controversies.*

Subject to the provisions hereof, the General Partner is designated as the Tax Matters Partner (as defined in the Code) and is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner and to do or refrain from doing any or all things reasonably required by the General Partner to conduct such proceedings.

Section 9.4 *Withholding*.

Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner or Assignee (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3 in the amount of such withholding from such Partner.

ARTICLE X

ADMISSION OF PARTNERS

Section 10.1 *Admission of Initial Limited Partners.*

Upon the issuance by the Partnership of Common Units, Subordinated Units and Incentive Distribution Rights to the General Partner, and the Underwriters as described in Section 5.2 and Section 5.3 in connection with the Initial Offering, the General Partner shall admit such parties to the Partnership as Initial Limited Partners in respect of the Common Units, Subordinated Units or Incentive Distribution Rights issued to them.

Section 10.2 *Admission of Substituted Limited Partners.*

By transfer of a Limited Partner Interest in accordance with Article IV, the transferor shall be deemed to have given the transferee the right to seek admission as a Substituted Limited Partner subject to the conditions of, and in the manner permitted under, this Agreement. A transferor of a Certificate representing a Limited Partner Interest shall, however, only have the authority to convey to a purchaser or other transferee who does not execute and deliver a Transfer Application (a) the right to negotiate such Certificate to a purchaser or other transferee and (b) the right to transfer the right to request admission as a Substituted Limited Partner to such purchaser or other transferee in respect of the transferred Limited Partner Interests. No transferor of a Limited Partner Interest or other Person shall have any obligation or responsibility to provide a Transfer Application or Tax Certificate to a transferee or assist or participate in any way with respect to the completion or delivery thereof. Each transferee of a Limited Partner Interest (including any nominee holder or an agent acquiring such Limited Partner Interest for the account of another Person) who executes and delivers a properly completed Transfer Application shall, by virtue of such execution and delivery, be an Assignee. Such Assignee shall automatically be admitted to the Partnership as a Substituted Limited Partner with respect to the Limited Partner Interests so transferred to such Person at such time as such transfer is recorded in the books and records of the Partnership, and until so recorded, such transferee shall be an Assignee. The General Partner shall periodically, but no less frequently than on the first Business Day of each Quarter, cause any unrecorded transfers of Limited Partner Interests with

respect to which a properly completed, duly executed Transfer Application has been received to be recorded in the books and records of the Partnership. An Assignee shall have an interest in the Partnership equivalent to that of a Limited Partner with respect to allocations and distributions, including liquidating distributions, of the Partnership. With respect to voting rights attributable to Limited Partner Interests that are held by Assignees, the General Partner shall be deemed to be the Limited Partner with respect thereto and shall, in exercising the voting rights in respect of such Limited Partner Interests on any matter, vote such Limited Partner Interests at the written direction of the Assignee who is the Record Holder of such Limited Partner Interests. If no such written direction is received, such Limited Partner Interests will not be voted. An Assignee shall have no other rights of a Limited Partner.

Section 10.3 *Admission of Successor General Partner.*

A successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to the withdrawal or removal of the predecessor or transferring General Partner, pursuant to Section 11.1 or Section 11.2 or the transfer of the General Partner Interest pursuant to Section 4.6, *provided*, *however*, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 10.4 *Admission of Additional Limited Partners.*

(a) A Person (other than the General Partner, an Initial Limited Partner or a Substituted Limited Partner) who makes a Capital Contribution to the Partnership in accordance with this Agreement shall be admitted to the Partnership as an Additional Limited Partner only upon furnishing to the General Partner:

(i) evidence of acceptance in form satisfactory to the General Partner of all of the terms and conditions of this Agreement, including the power of attorney granted in Section 2.6; and

(ii) such other documents or instruments as may be required by the General Partner to effect such Person's admission as an Additional Limited Partner.

(b) Notwithstanding anything to the contrary in this Section 10.4, no Person shall be admitted as an Additional Limited Partner without the consent of the General Partner. The admission of any Person as an Additional Limited Partner shall become effective on the date upon which the name of such Person is recorded as such in the books and records of the Partnership, following the consent of the General Partner to such admission.

Section 10.5 *Amendment of Agreement and Certificate of Limited Partnership.*

To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary or appropriate under the Delaware Act to amend the records of the Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership, and the General Partner may for this purpose, among others, exercise the power of attorney granted pursuant to Section 2.6.

ARTICLE XI

WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1 *Withdrawal of the General Partner.*

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an "*Event of Withdrawal*");

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) The General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) The General Partner is removed pursuant to Section 11.2;

(iv) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A)-(C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) in the event the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) in the event the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) in the event the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) in the event the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise in the event of the termination of the General Partner.

If an Event of Withdrawal specified in Section 11.1(a)(iv), Section 11.1(a)(v) or Section 11.1(a)(vi)(A), (B), (C) or (E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time during the period beginning on the Closing Date and ending at 12:00 midnight, Central Time, on March 31, 2017, the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners; *provided*, that prior to the effective date of such withdrawal, the withdrawal is approved by Unitholders holding at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) and the General Partner delivers to the Partnership an Opinion of Counsel ("*Withdrawal Opinion of Counsel*") that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability of any Limited Partner or any Group Member or cause any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed); (ii) at any time after 12:00 midnight, Central Time, on March 31, 2017, the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Unitholders, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2; or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) own beneficially or of record or control at least 50% of the Outstanding Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, if any, to the extent applicable, of the other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), the holders of a Unit Majority, may, prior to the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members (to the extent permitted or required by their governing documents) of which the General Partner is a general partner or a managing member, and is hereby authorized to, and shall, continue the business of the Partnership and, to the extent applicable, the other Group Members, without dissolution. If, prior to the effective date of the General Partner's withdrawal, a successor is not selected by the Unitholders as provided herein or the Partnership does not receive a Withdrawal Opinion of Counsel, the Partnership shall be dissolved in accordance with Section 12.1. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.3.

Section 11.2 *Removal of the General Partner.*

The General Partner may be removed if such removal is approved by the Unitholders holding at least 66⅔%, of the Outstanding Limited Partner Units (including Limited Partner Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by the Unitholders holding a majority of the Outstanding Common Units voting as a class and a majority of the Outstanding Subordinated Units voting as a class (including Units held by the General Partner and its Affiliates). Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.3. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section 11.2, such Person shall, upon admission pursuant to Section 10.3, automatically become a successor general partner or managing member, to the extent applicable, of the other Group Members (to the extent permitted or required by their governing documents) of which the General Partner is a general partner or a managing member, and is hereby authorized to, and shall, continue the business of the Partnership and, to the extent applicable, the other Group Members, without dissolution. The right of the holders of Outstanding Units to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.3.

Section 11.3 *Interest of Departing General Partner and Successor General Partner.*

(a) In the event of (i) withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement or (ii) removal of the General Partner by the holders of Outstanding Units under circumstances where Cause does not exist, if the successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2, the Departing General Partner shall have the option, exercisable prior to the effective date of the departure of such Departing General Partner, to require its successor to purchase its General Partner Interest and its general partner interest (or equivalent interest), if any, in the other Group Members and all of the Incentive Distribution Rights (collectively, the "*Combined Interest*") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of its departure. If the General Partner is removed by the Unitholders under circumstances where Cause exists or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement, and if a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner), such successor shall have the option, exercisable prior to the effective date of the departure of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest of the Departing General Partner. In either event, the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant

to Section 7.4, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Departing General Partner's Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's departure, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such departure, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest of the Departing General Partner. In making its determination, such third independent investment banking firm or other independent expert may consider the then current trading price of Units on any National Securities Exchange on which Units are then listed or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (or its transferee) shall become a Limited Partner and its Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner (or its transferee) as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner (or its transferee) becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest of the Departing General Partner to Common Units will be characterized as if the Departing General Partner (or its transferee) contributed its Combined Interest to the Partnership in exchange for the newly issued Common Units.

(c) If a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner) and the option described in Section 11.3(a) is not exercised by the party entitled to do so, the successor General Partner shall, at the effective date of its admission to the Partnership, contribute to the Partnership cash in the amount equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner Interest of the Departing General Partner by (B) a percentage equal to 100% less the Percentage Interest of the General Partner Interest of the Departing General Partner and (y) the Net Agreed Value of the Partnership's assets on such date. In such event, such successor General Partner shall,

subject to the following sentence, be entitled to its Percentage Interest of all Partnership allocations and distributions to which the Departing General Partner was entitled in respect of its General Partner Interest. In addition, the successor General Partner shall cause this Agreement to be amended to reflect that, from and after the date of such successor General Partner's admission, the successor General Partner's interest in all Partnership distributions and allocations shall be its Percentage Interest.

Section 11.4 *Termination of Subordination Period, Conversion of Subordinated Units and Extinguishment of Cumulative Common Unit Arrearages*

Notwithstanding any provision of this Agreement, if the General Partner is removed as general partner of the Partnership under circumstances where Cause does not exist and no Units held by the General Partner and its Affiliates are voted in favor of such removal, (i) the Subordination Period will end and all Outstanding Subordinated Units will immediately and automatically convert into Common Units on a one-for-one basis (*provided, however*, that such converted Subordinated Units shall remain subject to the provisions of Section 5.5(c)(ii), Section 6.1(d)(xi) and Section 6.7(c)), (ii) all Cumulative Common Unit Arrearages on the Common Units will be extinguished and (iii) the General Partner that is so removed will have the right to convert its General Partner Interest and its Incentive Distribution Rights into Common Units or to receive cash in exchange therefor, as provided in Section 11.3.

Section 11.5 *Withdrawal of Limited Partners*.

No Limited Partner shall have any right to withdraw from the Partnership; *provided*, *however*, that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

Section 12.1 *Dissolution*.

The Partnership shall not be dissolved by the admission of Substituted Limited Partners or Additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or other event of withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1, Section 11.2 or Section 12.2, the Partnership shall not be dissolved and such successor General Partner is hereby authorized to, and shall, continue the business of the Partnership. Subject to Section 12.2, the Partnership shall dissolve, and its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and an Opinion of Counsel is received as provided in Section 11.1(b) or Section 11.2 and such successor is admitted to the Partnership pursuant to this Agreement;

(b) an election to dissolve the Partnership by the General Partner that is approved by the holders of a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 12.2 *Continuation of the Business of the Partnership.*

Upon (a) an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Section 11.1(a)(i) or Section 11.1(a)(iii) and the failure of the Partners to select a successor to such Departing General Partner pursuant to Section 11.1 or Section 11.2, then within 90 days thereafter, or (b) an event constituting an Event of Withdrawal as defined in Section 11.1(a)(iv), Section 11.1(a)(v) or Section 11.1(a)(vi), then, to the maximum extent permitted by law, within 180 days thereafter, the holders of a Unit Majority may elect to continue the business of the Partnership without dissolution on the same terms and conditions set forth in this Agreement by appointing as a successor General Partner a Person approved by the holders of a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall dissolve and conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement; *provided*, that the right of the holders of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of limited liability of any Limited Partner and (y) neither the Partnership nor any Group Member would be treated as an association taxable as a corporation or otherwise be taxable as an entity for federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 12.3 *Liquidator*.

Upon dissolution of the Partnership, the General Partner shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of at least a majority of the Outstanding Common Units, and Subordinated Units voting as a single class. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15

days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of at least a majority of the Outstanding Common Units, and Subordinated Units voting as a single class. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units voting as a single class. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.3) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 12.4 *Liquidation*.

The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment.

(c) All property and all cash in excess of that required to discharge liabilities as provided in Section 12.4(b) shall be distributed to the Partners in accordance with, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 12.4(c)) for the taxable year of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(g)), and such distribution shall be made by the end of such taxable year (or, if later, within 90 days after said date of such occurrence).

Section 12.5 *Cancellation of Certificate of Limited Partnership.*

Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6 *Return of Contributions.*

The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

Section 12.7 *Waiver of Partition*.

To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 12.8 *Capital Account Restoration*.

No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital Account upon liquidation of its interest in the Partnership by the end of the taxable year of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

Section 12.9 *Class B Conversion Rights.*

Notwithstanding anything to the contrary set forth in this Agreement, the holders of the Class B Units shall have the rights set forth in Section 5.12(b)(iv) upon any liquidation, dissolution or winding up of the Partnership pursuant to this Article XII.

ARTICLE XIII

AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1 *Amendments to be Adopted Solely by the General Partner.*

Each Partner agrees that the General Partner, without the approval of any Partner or Assignee, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) the admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or to ensure that the Group Members will not be treated as associations taxable as corporations or otherwise taxed as entities for federal income tax purposes;

(d) a change that the General Partner determines, (i) does not adversely affect in any material respect the Limited Partners considered as a whole or any particular class of Partnership Interests as compared to other classes of Partnership Interests, (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class or classes of Outstanding Units into different classes to facilitate uniformity of tax consequences within such classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are or will be listed or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.9 or (iv) is required to effect the intent expressed in the Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable year of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Partnership including, if the General Partner shall so determine, a change in the definition of "Quarter" and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under ERISA, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that the General Partner determines to be necessary or appropriate in connection with the creation or authorization or issuance of any class or series of Partnership Securities pursuant to Section 5.6;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(i) an amendment effected, necessitated or contemplated by a Merger Agreement approved in accordance with Section 14.3 including any amendment permitted by Section 14.5;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4;

(k) a merger or conveyance pursuant to Section 14.3(d); or

(l) any other amendments substantially similar to the foregoing.

Section 13.2 *Amendment Procedures*.

Except as provided in Section 13.1 and Section 13.3, all amendments to this Agreement shall be made in accordance with the following requirements. Amendments to this Agreement may be proposed only by the General Partner; *provided*, *however*, that, to the full extent permitted by law, the General Partner shall have no duty or obligation to propose any amendment to this Agreement and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership, any Limited Partner or Assignee and, in declining to propose an amendment, to the fullest extent permitted by law shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. A proposed amendment shall be effective upon its approval by the General Partner and the holders of a Unit Majority, unless a greater or different percentage is required under this Agreement or by Delaware law. The General Partner shall notify all Record Holders upon final adoption of any such proposed amendments.

Section 13.3 *Amendment Requirements.*

(a) Notwithstanding the provisions of Section 13.1 and Section 13.2, no provision of this Agreement that requires the vote, consent or approval of holders of a percentage of Outstanding Units (including Units deemed owned by the General Partner) required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of reducing such voting percentage unless such amendment is approved by the written consent or the affirmative vote of holders of Outstanding Units whose aggregate Outstanding Units constitute not less than the voting requirement sought to be reduced.

(b) Notwithstanding the provisions of Section 13.1 and Section 13.2, no amendment to this Agreement may (i) enlarge the obligations of any Limited Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c) or (ii) enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without its consent, which consent may be given or withheld at its option.

(c) Except as provided in Section 14.3, and without limitation of the General Partner's authority to adopt amendments to this Agreement without the approval of any Partners or Assignees as contemplated in Section 13.1, any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(b), no amendments shall become effective without the approval of the holders of at least 90% of the Outstanding Limited Partner Units voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable law.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of the holders of at least 90% of the Outstanding Limited Partner Units.

Section 13.4 *Special Meetings.*

All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Limited Partner Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a special meeting and indicating the general or specific purposes for which the special meeting is to be called. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly through the Transfer Agent. A meeting shall be held at a time and place determined by the General Partner on a date not less than 10 days nor more than 60 days after the mailing of notice of the meeting. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 13.5 *Notice of a Meeting.*

Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Units for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1 at least 10 days in advance of such meeting. The notice shall be deemed to have been given at the time when deposited in the mail or sent by other means of written communication.

Section *13.6 Record Date*.

For purposes of determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11 the General Partner may set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern) or (b) in the event that approvals are sought without a meeting, the date by which Limited Partners are requested in writing by the General Partner to give such approvals. If the General Partner does not set a Record Date, then (a) the Record Date for determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners shall be the close of business on the day next preceding the day on which notice is given, and (b) the Record Date for determining the Limited Partners entitled to give approvals without a meeting shall be the date the first written approval is deposited with the Partnership in care of the General Partner in accordance with Section 13.11.

Section 13.7 *Adjournment.*

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 13.8 *Waiver of Notice; Approval of Meeting; Approval of Minutes.*

The transactions of any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to disapprove the consideration of matters required to be included in the notice of the meeting, but not so included, if the disapproval is expressly made at the meeting.

Section 13.9 *Quorum and Voting*.

The holders of a majority of the Outstanding Units of the class or classes for which a meeting has been called (including Outstanding Units of such class or classes deemed owned by the General Partner, and calculating the Class B Units on an as-converted basis) represented in person or by proxy shall constitute a quorum at a meeting of Limited Partners of such class or classes unless any such action by the Limited Partners requires approval by holders of a greater percentage of such Units, in which case the quorum shall be such greater percentage. At any meeting of the Limited Partners duly called and held in accordance with this Agreement at which

a quorum is present, the act of Limited Partners holding Outstanding Units that in the aggregate represent a majority of the Outstanding Units entitled to vote and be present in person or by proxy at such meeting shall be deemed to constitute the act of all Limited Partners, unless a greater or different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Limited Partners holding Outstanding Units that in the aggregate represent at least such greater or different percentage shall be required. The Limited Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Limited Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of Outstanding Units specified in this Agreement (including Outstanding Units deemed owned by the General Partner). In the absence of a quorum, any meeting of Limited Partners may be adjourned from time to time by the affirmative vote of holders of at least a majority of the Outstanding Units entitled to vote at such meeting (including Outstanding Units deemed owned by the General Partner) represented either in person or by proxy, but no other business may be transacted, except as provided in Section 13.7.

Section 13.10 *Conduct of a Meeting.*

The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the revocation of approvals in writing.

Section 13.11 *Action Without a Meeting.*

If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting, without a vote and without prior notice if an approval in writing setting forth the action so taken is signed by Limited Partners owning not less than the minimum percentage of the Outstanding Units (including Units deemed owned by the General Partner) that would be necessary to authorize or take such action at a meeting at which all the Limited Partners were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not approved in writing. The General Partner may specify that any written ballot submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Units held by the Limited Partners, the Partnership shall be

deemed to have failed to receive a ballot for the Units that were not voted. If approval of the taking of any action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) they are deposited with the Partnership in care of the General Partner, (b) approvals sufficient to take the action proposed are dated as of a date not more than 90 days prior to the date sufficient approvals are deposited with the Partnership and (c) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners.

Section 13.12 *Right to Vote and Related Matters.*

(a) Only those Record Holders of the Units on the Record Date set pursuant to Section 13.6 (and also subject to the limitations contained in the definition of "*Outstanding*") shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the Outstanding Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Units shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Units.

(b) With respect to Units that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Units are registered, such other Person shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, vote such Units in favor of, and at the direction of, the Person who is the beneficial owner, and the Partnership shall be entitled to assume it is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

ARTICLE XIV

MERGER, CONSOLIDATION OR CONVERSION

Section 14.1 *Authority*.

The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, statutory trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a partnership (whether general or limited (including a limited liability partnership or a limited liability limited partnership)) or convert into any such entity, formed under the laws of the State of Delaware or any other state of the United States of America, pursuant to a written agreement of merger or consolidation ("*Merger Agreement*") or plan of conversion ("*Plan of Conversion*") in accordance with this Article XIV.

Section 14.2 *Procedure for Merger, Consolidation or Conversion.*

(a) Merger, consolidation or conversion of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner; *provided*, *however*, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger, consolidation or conversion of the Partnership and, to the fullest extent permitted by law, may decline to do so free of any duty (including fiduciary duty) or obligation whatsoever to the Partnership, any Limited Partner or Assignee and, in declining to consent to a merger, consolidation or conversion, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

(i) the names and jurisdictions of formation or organization of each of the business entities proposing to merge or consolidate;

(ii) the name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger or consolidation (the "*Surviving Business Entity*");

(iii) the terms and conditions of the proposed merger or consolidation;

(iv) the manner and basis of exchanging or converting the equity securities of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (i) if any general or limited partner interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity, the cash, property or general or limited partner interests, rights, securities or obligations of any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity) which the holders of such interests, securities or rights are to receive in exchange for, or upon conversion of, their interests, securities or rights, and (ii) in the case of securities represented by certificates, upon the surrender of such certificates, which cash, property or interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, certificate of formation, limited liability company agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (*provided*, that if the effective time of the merger is to be later than the date of the filing of such certificate of merger, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such certificate of merger and stated therein); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

(c) If the General Partner shall determine to consent to conversion of the Partnership, the General Partner shall approve the Plan of Conversion, which shall set forth:

(i) the name of the converting entity and the converted entity;

(ii) a statement that the Partnership is continuing its existence in the organizational form of the converted entity;

(iii) a statement as to the type of entity that the converted entity is to be and the state or country under the laws of which the converted entity is to be incorporated, formed or organized;

(iv) the manner and basis of exchanging or converting the equity securities of the converting entity for, or into, cash, property or interests, rights, securities or obligations of the converted entity;

(v) in an attachment or exhibit, the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, certificate of formation, limited liability company agreement or other similar charter or governing documents of the converted entity;

(vi) the effective time of the conversion, which may be the date of the filing of the certificate of conversion pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Plan of Conversion (*provided*, that if the effective time of the conversion is to be later than the date of the filing of such certificate of conversion, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such certificate of conversion and stated therein); and

(vii) such other provisions with respect to the proposed conversion that the General Partner determines to be necessary or appropriate.

(d) In addition to any other consent required pursuant to this Article XIV, for so long as at least 25% of the Purchaser Class B Units remain Outstanding as Class B Units, any Significant Event during the Investor Approval Period requires the prior consent of a majority of the Purchaser Directors.

Section 14.3 *Approval by Limited Partners of Merger, Consolidation or Conversion.*

(a) Except as provided in Section 14.3(d) and Section 14.3(e), the General Partner, upon its approval of the Merger Agreement or the Plan of Conversion and the merger, consolidation or conversion contemplated thereby, as the case may be, shall direct that the Merger Agreement or the Plan of Conversion and the merger, consolidation or conversion contemplated thereby, as the case may be, be submitted to a vote of Limited Partners, whether at a special meeting or by written consent, in either case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement or the Plan of Conversion, as the case may be, shall be included in or enclosed with the notice of a special meeting or the written consent.

(b) Except as provided in Section 14.3(d) and Section 14.3(e), the Merger Agreement or the Plan of Conversion, as the case may be, and the merger, consolidation or conversion contemplated thereby, shall be approved upon receiving the affirmative vote or consent of the holders of a Unit Majority.

(c) Except as provided in Section 14.3(d) and Section 14.3(e), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger or certificate of conversion pursuant to Section 14.4, the merger, consolidation or conversion may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement or the Plan of Conversion, as the case may be.

(d) Notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group Member into, or convey all of the Partnership's assets to, another limited liability entity which shall be newly formed and shall have no assets, liabilities or operations at the time of such conversion, merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the conversion, merger or conveyance, as the case may be, would not result in the loss of the limited liability of any Limited Partner or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not previously treated as such), (ii) the sole purpose of such conversion, merger or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially the same rights and obligations as are herein contained.

(e) Additionally, notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to merge or consolidate the Partnership with or into another entity if (A) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability of any Limited Partner or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not previously treated as such), (B) the merger or consolidation would not result in an amendment to the Partnership Agreement, other than any amendments that could be adopted pursuant to Section 13.1,

(C) the Partnership is the Surviving Business Entity in such merger or consolidation, (D) each Unit Outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Unit of the Partnership after the effective date of the merger or consolidation, and (E) the number of Partnership Securities to be issued by the Partnership in such merger or consolidation do not exceed 20% of the Partnership Securities Outstanding immediately prior to the effective date of such merger or consolidation.

Section 14.4 *Certificate of Merger; Certificate of Conversion.*

Upon the required approval by the General Partner and the Unitholders of a Merger Agreement or the Plan of Conversion, as the case may be, and the merger, consolidation or conversion contemplated thereby, a certificate of merger or certificate of conversion shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Delaware Act.

Section 14.5 *Amendment of Partnership Agreement.*

Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (a) effect any amendment to this Agreement or (b) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.5 shall be effective at the effective time or date of the merger or consolidation.

Section 14.6 *Effect of Merger, Consolidation or Conversion.*

(a) At the effective time of the certificate of merger:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) At the effective time of the certificate of conversion, the nature and characteristics of the converted entity will be determined by the Plan of Conversion, applicable laws of the State of Delaware and the laws of the jurisdiction to which the Partnership is converted.

(c) A merger, consolidation or conversion effected pursuant to this Article shall not be deemed to result in a transfer or assignment of assets or liabilities from one entity to another.

Section 14.7 *Business Combination Limitations.*

(a) Notwithstanding any other provision of this Agreement, with respect to any "Business Combination" (as such term is defined in Section 203 of the General Corporation Law of the State of Delaware, 8 Del. C. Section 101, et seq. (the "*DGCL*"), the provisions of Section 203 of the DGCL shall be applied with respect to the Partnership as though (i) the Partnership is a Delaware corporation subject to Section 203 of the DGCL, (ii) the General Partner is the board of directors of such corporation, and (iii) the holders of Limited Partner Interests are stockholders of such corporation and the Limited Partner Interests are shares of stock and voting stock in such corporation.

(b) Amendments to, or actions to repeal or adopt provisions inconsistent with, Section 14.7(a) shall require the approval of the Unitholders holding at least 66 2/3% of the Outstanding Limited Partner Units (including Limited Partner Units held by the General Partner and its Affiliates).

(c) Neither the General Partner nor any of its Affiliates shall be considered an "interested stockholder" under Section 203 of the DGCL for purposes of this Section 14.7.

ARTICLE XV

RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 15.1 *Right to Acquire Limited Partner Interests.*

(a) Notwithstanding any other provision of this Agreement, if at any time the General Partner and its Affiliates hold more than 80% of the total Limited Partner Interests of any class then Outstanding, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable at its option, to purchase all, but not less than all, of such Limited Partner Interests of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed.

(b) If the General Partner, any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the Transfer Agent notice of such election to purchase (the "*Notice of Election to Purchase*") and shall cause the Transfer Agent to mail a

copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class or classes (as of a Record Date selected by the General Partner) at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be published for a period of at least three consecutive days in at least two daily newspapers of general circulation printed in the English language and published in the Borough of Manhattan, New York. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests, upon surrender of Certificates representing such Limited Partner Interests in exchange for payment, at such office or offices of the Transfer Agent as the Transfer Agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the records of the Transfer Agent shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate shall not have been surrendered for purchase, all rights of the holders of such Limited Partner Interests (including any rights pursuant to Articles IV, V, VI, and XII) shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent of the Certificates representing such Limited Partner Interests, and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the record books of the Transfer Agent and the Partnership, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the owner of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the owner of such Limited Partner Interests (including all rights as owner of such Limited Partner Interests pursuant to Articles IV, V, VI, and XII).

(c) At any time from and after the Purchase Date, a holder of an Outstanding Limited Partner Interest subject to purchase as provided in this Section 15.1 may surrender his Certificate evidencing such Limited Partner Interest to the Transfer Agent in exchange for payment of the amount described in Section 15.1(a) therefor without interest thereon.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 *Addresses and Notices.*

Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner or Assignee under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Partner or Assignee at the address described below. Any notice, payment or report to be given or made to a Partner or Assignee hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Securities at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in such Partnership Securities by reason of any assignment or otherwise. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report addressed to a Record Holder at the address of such Record Holder appearing on the books and records of the Transfer Agent or the Partnership is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver it, such notice, payment or report and any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) if they are available for the Partner or Assignee at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners and Assignees. Any notice to the Partnership shall be deemed given if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner, Assignee or other Person if believed by it to be genuine.

Section 16.2 *Further Action.*

The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 16.3 *Binding Effect.*

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.4 *Integration.*

This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 16.5 *Creditors.*

None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 16.6 *Waiver.*

No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 16.7 *Counterparts.*

This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Unit, upon accepting the certificate evidencing such Unit or executing and delivering a Transfer Application as herein described, independently of the signature of any other party.

Section 16.8 *Applicable Law.*

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

Section 16.9 *Invalidity of Provisions.*

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 16.10 *Consent of Partners.*

Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

Section 16.11 *Facsimile Signatures.*

The use of facsimile signatures affixed in the name and on behalf of the transfer agent and registrar of the Partnership on certificates representing Common Units is expressly permitted by this Agreement.

Section 16.12 *Third Party Beneficiaries.*

Each Partner agrees that any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GENERAL PARTNER:

CHENIERE ENERGY PARTNERS GP, LLC

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

LIMITED PARTNERS:

All Limited Partners now and hereafter admitted as Limited Partners of the Partnership, pursuant to powers of attorney now and hereafter executed in favor of, and granted and delivered to the General Partner.

CHENIERE ENERGY PARTNERS GP, LLC

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

EXHIBIT A
to the Third Amended and Restated Agreement of Limited Partnership of
Cheniere Energy Partners, L.P.

Certificate Evidencing Common Units
Representing Limited Partner Interests in
Cheniere Energy Partners, L.P.

No. _____ _____ Common Units

In accordance with Section 4.1 of the Third Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., as amended, supplemented or restated from time to time (the "*Partnership Agreement*"), Cheniere Energy Partners, L.P., a Delaware limited partnership (the "*Partnership*"), hereby certifies that (the *"Holder*") is the registered owner of Common Units representing limited partner interests in the Partnership (the "*Common Units*") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed and accompanied by a properly executed application for transfer of the Common Units represented by this Certificate. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 700 Milam Street, Suite 800, Houston, Texas 77002. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, (iii) granted the powers of attorney provided for in the Partnership Agreement and (iv) made the waivers and given the consents and approvals contained in the Partnership Agreement.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF CHENIERE ENERGY PARTNERS, L.P. THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF CHENIERE ENERGY PARTNERS, L.P. UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE CHENIERE ENERGY PARTNERS, L.P. TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). CHENIERE ENERGY PARTNERS GP, LLC, THE GENERAL PARTNER OF

CHENIERE ENERGY PARTNERS, L.P., MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF CHENIERE ENERGY PARTNERS, L.P. BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent and Registrar.

Dated: _____

CHENIERE ENERGY PARTNERS, L.P.

By: Cheniere Energy Partners GP, LLC,
its General Partner

Countersigned and Registered by:

_____
as Transfer Agent and Registrar

By: _____
Name: _____

By: _____
Authorized Signature

By: _____
Secretary

[Reverse of Certificate]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANSFERS MIN ACT
_____ Custodian

_____
(Cust) (Minor)

under Uniform Gifts/Transfers to CD Minors Act
(State)

FOR VALUE RECEIVED, hereby assigns, conveys, sells and transfers unto

Additional abbreviations, though not in the above list, may also be used.

(Please print or typewrite name and address of Assignee)

(Please insert Social Security or other identifying number of Assignee)

Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint as its attorney-in-fact with full power of substitution to transfer the same on the books of Cheniere Energy Partners, L.P.

Date:

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular, without alteration, enlargement or change.

(Signature)

(Signature)

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

No transfer of the Common Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Common Units to be transferred is surrendered for registration or transfer and an Application for Transfer of Common Units has been properly completed and executed by a transferee either (a) on the form set forth below or (b) on a separate application that the Partnership will furnish on request without charge. A transferor of the Common Units shall have no duty to the transferee with respect to execution of the Application for Transfer of Common Units in order for such transferee to obtain registration of the transfer of the Common Units.

APPLICATION FOR TRANSFER OF COMMON UNITS

Transferees of Common Units must execute and deliver this application to **Cheniere Energy Partners, L.P., c/o Cheniere Energy Partners GP, LLC, 700 Milam Street, Suite 800, Houston, Texas 77002; Attn: CFO**, to be admitted as limited partners to Cheniere Energy Partners, L.P.

The Assignee (a) requests admission as a Substituted Limited Partner and agrees to comply with and be bound by, and hereby executes, the Third Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., as amended, supplemented or restated to the date hereof (the "*Partnership Agreement*"), (b) represents and warrants that the Assignee has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, (c) appoints the General Partner of the Partnership and, if a Liquidator shall be appointed, the Liquidator of the Partnership as the Assignee's attorney-in-fact to execute, swear to, acknowledge and file any document, including the Partnership Agreement and any amendment thereto and the Certificate of Limited Partnership of the Partnership and any amendment thereto, necessary or appropriate for the Assignee's admission as a Substituted Limited Partner and as a party to the Partnership Agreement, (d) gives the powers of attorney provided for in the Partnership Agreement, and (e) makes the waivers and gives the consents and approvals contained in the Partnership Agreement. Capitalized terms not defined herein have the meanings assigned to such terms in the Partnership Agreement.

Date:

Social Security or other identifying number	Signature of Assignee
Purchase Price including commissions, if any	Name and Address of Assignee

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete and, if applicable, I further declare that I have authority to sign this document on behalf of:

Name of Interestholder

Signature and Date

Title (if applicable)

Note: If the Assignee is a broker, dealer, bank, trust company, clearing corporation, other nominee holder or an agent of any of the foregoing, and is holding for the account of any other person, this application should be completed by an officer thereof or, in the case of a broker or dealer, by a registered representative who is a member of a registered national securities exchange or a member of the National Association of Securities Dealers, Inc., or, in the case of any other nominee holder, a person performing a similar function. If the Assignee is a broker, dealer, bank, trust company, clearing corporation, other nominee owner or an agent of any of the foregoing, the above certification as to any person for whom the Assignee will hold the Common Units shall be made to the best of the Assignee's knowledge.

EXHIBIT B

Class B [Mandatory] Conversion Notice
(To be executed by the [Registered Holder] [Partnership] in order to convert
Class B Units)

[Date]

The undersigned hereby elects to convert the number of Class B Units ("*Class B Units*") of Cheniere Energy Partners, L.P., a Delaware limited partnership (the "*Partnership*"), indicated below into common units ("*Common Units*") of the Partnership, according to the conditions hereof, as of the date written below. If Common Units are to be issued in the name of a person other than the holder of such Class B Units, such holder will pay all transfer taxes payable with respect thereto and will deliver such certificates and opinions as may be required by the Partnership or its transfer agent. No fee will be charged to the holders for any conversion, except for any such transfer taxes.

Conversion Calculations:

Date to Effect Conversion: _____

Number of Class B Units Owned: _____

Total Amount of Accrued, Accumulated and Unpaid Distributions on the Class B Units: _____

Applicable Class B Conversion Value: _____

Number of Common Units to be Issued: _____

Name in which Certificate for Common Units to be Issued: _____

Address for Delivery: _____

[HOLDER] [CHENIERE ENERGY PARTNERS, L.P.]

[By: CHENIERE ENERGY PARTNERS GP, LLC,
its General Partner]

By: _____
Name:
Title:

Exhibit 3.2

Execution Version

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHENIERE ENERGY PARTNERS GP, LLC

(a Delaware Limited Liability Company)

August 9, 2012

TABLE OF CONTENTS

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHENIERE ENERGY PARTNERS GP, LLC

A Delaware Limited Liability Company

This THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as amended, restated or modified from time to time, the "***Agreement***") of CHENIERE ENERGY PARTNERS GP, LLC, a Delaware limited liability company (the "***Company***"), dated as of August 9, 2012, is adopted, executed and agreed to by Cheniere LNG Holdings, LLC, a Delaware limited liability company ("***Cheniere Holdings***"), and Blackstone CQP Holdco LP, a Delaware limited partnership (the "***Purchaser***") (solely during the Investor Approval Period for the purposes of enforcing its rights hereunder).

RECITALS

1. The name of the Company is Cheniere Energy Partners GP, LLC.

2. The Company was originally formed as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of November 21, 2006 (the "***Original Filing Date***"), with the Secretary of State of the State of Delaware, pursuant to the Delaware Limited Liability Company Act, with Cheniere Holdings as the sole Member.

3. The Limited Liability Company Agreement of the Company was executed effective November 21, 2006, by its sole Member, Cheniere Holdings (the "***Original Agreement***").

4. The Amended and Restated Limited Liability Company Agreement of the Company was executed effective March 26, 2007, by its sole Member, Cheniere Holdings.

5. The Second Amended and Restated Limited Liability Company Agreement of the Company was executed effective August 6, 2007, by its sole Member, Cheniere Holdings (the "***Existing Agreement***").

6. Cheniere Holdings now deems it advisable to amend and restate the Existing Agreement in its entirety as set forth herein.

ARTICLE I
DEFINITIONS

SECTION 1.01 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below (unless otherwise expressly provided herein):

"***2011 EPC Contract***" has the meaning given to such term in the Partnership Agreement.

"***Absent Party***" has the meaning given such term in Section 6.06.

"***Act***" means the Delaware Limited Liability Company Act (6 Delaware Code Sections 18-101, et seq.), as the same may be amended from time to time, and any corresponding provisions of succeeding law.

"***Adjusted Capital Account***" means, with respect to any Member, the balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Allocation Regulations and shall be interpreted consistently therewith.

"***Affiliate***" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by" and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Any Affiliate of CEI shall not be deemed an Affiliate of the Purchaser for purposes of this Agreement.

"***Agreement***" has the meaning given such term in the Preamble.

"***Allocation Regulations***" means Treasury Regulation Sections 1.704-1(b), 1.704-2 and 1.704-3 (including temporary regulations), as such regulations may be amended and in effect from time to time and any corresponding provisions of succeeding regulations.

"***Applicable Law***" means (a) any United States federal, state, local or foreign law, statute, rule, regulation, order, writ, injunction, judgment, decree or permit of any Governmental Authority and (b) any rule or listing requirement of any applicable national securities exchange or listing requirement of any national securities exchange or Securities and Exchange Commission recognized trading market on which securities issued by the Partnership are listed or quoted.

"***Audit Committee***" has the meaning given such term in Section 6.08(b).

"***Bankruptcy***" or "***Bankrupt***" means, with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Applicable Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Applicable Law has been commenced against such Person and 120 Days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 90 Days have expired without such appointment having been vacated or stayed, or 90 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in the Act.

"***Basic Documents***" has the meaning given such term in the Unit Purchase Agreement.

"***Board***" has the meaning given such term in Section 6.01.

"***Business Day***" means any day other than a Saturday, Sunday or other day which is a nationally recognized holiday in the United States of America or when banks in New York, New York are authorized or required by Applicable Law to be closed.

"***Capital Account***" means, with respect to any Member, the account to be maintained by the Company for each Member in accordance with Section 4.04.

"***Capital Contribution***" means, with respect to any Member, the amount of money and the agreed fair value of any property (other than money) contributed to the Company by such Member in respect of the issuance of a Membership Interest to such Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors in interest.

"***CEI***" means Cheniere Energy, Inc., a Delaware corporation.

"***Certificate***" means the Certificate of Formation of the Company as filed with the Secretary of State of the State of Delaware, as it shall be amended from time to time.

"***Cheniere CQP Directors***" has the meaning given such term in Section 6.07(a)(ii).

"***Cheniere Holdings***" has the meaning given such term in the Preamble, and its successors and assigns.

"***Class B Units***" has the meaning given such term in the Partnership Agreement.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a section of the Code shall include a reference to any amendatory or successor provisions thereto.

"***Common Units***" means the common units representing limited partner interests in the Partnership.

"***Company***" has the meaning given such term in the Preamble.

"***Company Property***" means any and all property, both real and personal, tangible and intangible, whether contributed or otherwise acquired, owned by the Company.

"***Compensation Committee***" has the meaning given such term in Section 6.08(d).

"***Conflicts Committee***" has the meaning given such term in the Partnership Agreement.

"***Contribution Agreement***" means the Contribution and Conveyance Agreement, dated as of March 26, 2007, among Cheniere Holdings, the Company, the Partnership and the other parties thereto.

"***Day***" means a calendar day; *provided, however,* that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the next succeeding Business Day.

"***Director***" or "***Directors***" has the meaning given such term in Section 6.02.

"***Dispute Resolution Committee***" is a committee of the Board consisting of the Independent CQP Directors and the Directors appointed by Cheniere Holdings or the Purchaser, as applicable, which is not, or whose Affiliates are not (other than members of the Partnership Group), parties to the agreement being considered.

"***Dissolution Event***" has the meaning given such term in Section 12.01(a).

"***EBITDA***" means, with respect to the Partnership Group on a consolidated basis, the trailing twelve months earnings before interest, taxes, depreciation and amortization; *provided, however*, that if a Train has commenced commercial operations but commercial operations have been ongoing for less than twelve months, EBITDA shall be calculated on a pro forma basis in an amount equal to the EBITDA of such Train since commercial operations commenced multiplied by a fraction, the numerator of which is 365 and the denominator of which is the number of days since commercial operations commenced.

"***EPC Contract***" means a lump sum turnkey agreement for the engineering, procurement and construction of Train 1, Train 2, Train 3 or Train 4 (or any combination of the foregoing) of the Liquefaction Project (as defined in the Partnership Agreement).

"***Equity Securities***" has the meaning given to such term in the Partnership Agreement.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"***Executive Committee***" has the meaning given such term in Section 6.08(i).

"***Existing Agreement***" has the meaning given such term in the Recitals.

"***GAAP***" means generally accepted accounting principles as applied in the United States.

"***Governmental Authority***" or "***Governmental***" means any federal, state, local or foreign court or governmental or regulatory agency or authority or any arbitration board, tribunal or mediator having jurisdiction over the Company or its assets or Members.

"***Indebtedness***" means any of the following: (a) the principal of and accrued interest, premium (if any) or penalties on and premiums or penalties that would arise as a result of prepayment of (i) any indebtedness for borrowed money, (ii) any obligations evidenced by bonds, debentures, notes or other similar instruments, and (iii) obligations, contingent or otherwise, under banker's acceptance credit, letters of credit or similar facilities; (b) any obligations to pay the deferred purchase price of property, assets or services, except trade accounts payable and other current liabilities arising in the Ordinary Course of Business; and (c) any guaranty of any of the foregoing. The principal amount of Indebtedness shall equal the face amount of such Indebtedness.

"***Indemnitee***" means (a) any Person who is or was an Affiliate of the Company, (b) any Person who is or was a member, partner, officer, director, employee, agent or trustee of the Company or any Affiliate of the Company and (c) any Person who is or was serving at the request of the Company or any Affiliate of the Company as an officer, director, employee, member, partner, agent, fiduciary or trustee of another Person; *provided, however*, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services.

"***Independent CQP Directors***" has the meaning given such term in Section 6.07(a)(iii).

"***Independent Director***" shall mean a Director meeting the standards set forth in the definition of Conflicts Committee in the Partnership Agreement.

"***Initial Capital Contribution***" means the initial contribution to the capital of the Company made by the Member pursuant to the Original Agreement.

"***Investor Approval Period***" has the meaning given such term in the Investors' and Registration Rights Agreement.

"***Investor CQP Directors****"* has the meaning set forth in Section 6.07(a)(i).

"***Investors' and Registration Rights Agreement***" means the Investors' and Registration Rights Agreement, dated as of July 31, 2012, among CEI, the Company, the Partnership, the Purchaser, Cheniere Class B Units Holdings, LLC and any investors party thereto, as amended, restated or otherwise modified from time to time.

"***Managing Member***" means Cheniere Holdings, and any successor thereto.

"***Member***" means Cheniere Holdings as the sole member of the Company executing this Agreement and any Person hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company. Reference to "Member" under this Agreement shall not be deemed to include the Purchaser.

"***Membership Interest***" means, with respect to any Member at any time, (a) that Member's status as a Member; (b) that Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (c) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including that Member's rights to vote, consent and approve and otherwise to participate in the management of the Company; and (d) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including any obligations to make Capital Contributions.

"***NYSE MKT***" means the NYSE MKT LLC or such other national securities exchange on which the Common Units trade.

"***O&M Agreement***" means (a) that certain Amended and Restated Operation and Maintenance Agreement (Sabine Pass LNG Facilities) by and between the General Partner, Cheniere LNG O&M Services, LLC and Sabine Pass LNG. L.P., dated as of August 9, 2012, (b) that certain Operation and Maintenance Agreement (Sabine Pass Liquefaction Facilities) by and between Cheniere LNG O&M Services, LLC, the General Partner and Sabine Pass Liquefaction, LLC, dated as of May 14, 2012 and (c) from and after such time that the transactions contemplated by the CTPL Purchase Agreement (as defined in the Unit Purchase Agreement) are consummated, that certain Amended and Restated Operation and Maintenance Services Agreement (Cheniere Creole Trail Pipeline) by and between Cheniere LNG O&M Services, LLC, the General Partner and Cheniere Creole Trail Pipeline, L.P., each as amended, restated or otherwise modified from time to time.

"***Officer***" means any person elected as an officer of the Company as provided in Section 7.01, but such term does not include any person who has ceased to be an officer of the Company.

"***Ordinary Course***" or "***Ordinary Course of Business***" means the conduct of the business of the Partnership Group in accordance with the Partnership Group's normal day-to-day customs, practices and procedures, conducted in accordance with past practice.

"***Original Agreement***" has the meaning given such term in the Recitals.

"***Original Filing Date***" has the meaning given such term in the Recitals.

"***Partnership***" means Cheniere Energy Partners, L.P., a Delaware limited partnership, and any successors thereto.

"***Partnership Agreement***" means the Third Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the date hereof, as amended from time to time, or any successor agreement.

"***Partnership Group***" has the meaning given such term in the Partnership Agreement.

"***Person***" means any natural person, partnership, corporation, limited liability company, association, joint-stock company, unincorporated organization, joint venture, trust, court, Governmental Authority or any political subdivision thereof, or any other legal entity.

"***Purchaser***" has the meaning given such term in the Preamble and any successor thereto appointed in accordance with the Investors' and Registration Rights Agreement.

"***Registered Public Accountants***" means a firm of independent registered certified public accountant selected from time to time by the Board.

"***Regulatory Allocations***" has the meaning set forth in Section 5.01(b)(v).

"***Service Agreements***" mean, collectively, (a) the O&M Agreements, (b) that certain Amended and Restated Services and Secondment Agreement by and between Cheniere LNG O&M Services, L.P. and the Company, dated as of August 9, 2012 (c) that certain Amended and Restated Management Services Agreement (Sabine Pass LNG Facilities) by and between Cheniere LNG Terminals, Inc., and Sabine Pass LNG, L.P., dated as of August 9, 2012, (d) that certain Management Services Agreement among Cheniere LNG Terminals, Inc. and Sabine Pass Liquefaction, LLC (Sabine Pass Liquefaction Facilities), dated as of May 14, 2012, (e) that certain amended and restated letter agreement regarding management and administrative services to be provided by Cheniere LNG Terminals, Inc. to the Partnership, dated as of August 9, 2012, and (f) from and after such time that the transactions contemplated by the CTPL Purchase Agreement (as defined in the Unit Purchase Agreement) are consummated, that certain Amended and Restated Management Services Agreement (Cheniere Creole Trail Pipeline) by and between Cheniere LNG Terminals, Inc. and Cheniere Creole Trail Pipeline, L.P., each as amended, restated or otherwise modified from time to time.

"***Sharing Ratio***" means, subject in each case to adjustments in accordance with this Agreement, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio on Exhibit A, and (b) in the case of Membership Interests issued pursuant to Section 3.01, the Sharing Ratio established pursuant thereto; *provided, however,* that the total of all Sharing Ratios shall always equal 100%.

"***Subsidiary***" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly

or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Tax Matters Member***" has the meaning given such term in Section 10.03.

"***Term***" has the meaning given such term in Section 2.05.

"***Train 1***" has the meaning given such term in the Partnership Agreement.

"***Train 2***" has the meaning given such term in the Partnership Agreement.

"***Train 3***" has the meaning given such term in the Partnership Agreement.

"***Train 4***" has the meaning given such term in the Partnership Agreement.

"***Trains***" has the meaning given such term in the Partnership Agreement.

"***Treasury Regulations***" means the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final, Treasury Regulations.

"***Unit Purchase Agreement***" means that certain Unit Purchase Agreement, dated as of May 14, 2012, among the Partnership, CEI and the Purchaser.

SECTION 1.02 Construction.

Article and Section references in this Agreement are references to the corresponding Article and Section to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Any reference in this Agreement to "$" shall mean U.S. dollars. Whenever any determination, consent or approval is to be made or given by the Purchaser, such action shall be in the Purchaser's sole discretion, unless otherwise specified in this Agreement. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Any words imparting the singular number only shall include the plural and vice versa. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

ARTICLE II
ORGANIZATION

SECTION 2.01 Formation.

The Company was formed as a Delaware limited liability company by the filing of the Certificate, dated as of the Original Filing Date, with the Secretary of State of Delaware pursuant to the Act.

SECTION 2.02 Name.

The name of the Company is "***Cheniere Energy Partners GP, LLC***" and all Company business must be conducted in that name or such other names that comply with Applicable Law as the Directors may select.

SECTION 2.03 Registered Office; Registered Agent; Principal Office.

The name of the Company's registered agent for service of process is Corporation Service Company, and the address of the Company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The principal place of business of the Company shall be located at 700 Milam Street, Suite 800, Houston, Texas 77002. The Members may change the Company's registered agent or the location of the Company's registered office or principal place of business as the Members may from time to time determine. The Company may have such other offices as the Members may designate.

SECTION 2.04 Purposes.

The purposes of the Company are to act as the general partner of the Partnership as described in the Partnership Agreement and to engage in any lawful business or activity ancillary or related thereto. The Company shall possess and may exercise all of the powers and privileges granted by the Act, by any other Applicable Law or by this Agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or appropriate to the conduct, promotion or attainment of the businesses, purposes or activities of the Company.

SECTION 2.05 Term.

The period of existence of the Company (the "***Term***") commenced on the Original Filing Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of the State of Delaware in accordance with Section 12.04.

SECTION 2.06 No State Law Partnership.

It is intended that the Company shall be a limited liability company formed under the Applicable Laws of the State of Delaware and shall not be a partnership (including a limited partnership) or joint venture, and that no Member (nor the Purchaser) shall be a partner or joint venturer of any other party for any purposes other than federal, state, local and foreign income tax purposes, and this Agreement may not be construed to suggest otherwise.

SECTION 2.07 Title to Company Assets.

Title to Company assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member (nor the Purchaser) shall have any ownership interest in such Company assets or portion thereof.

SECTION 2.08 Liability of Members, Directors And Officers.

(a) Neither the Purchaser nor any Member, Director or Officer, solely by reason of being the Purchaser, a Member, Director or Officer, shall be liable, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company or the Partnership, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, Director, Officer, agent or employee of the Company or its Affiliates. The failure of the Company (acting in its own capacity or as the general partner of the Partnership) to observe any formalities or requirements relating to the exercise of its powers or management of its (or the Partnership's) business or affairs shall not be grounds for imposing liability for any such debts, obligations or liabilities of the Company or the Partnership.

(b) Nothing contained in Section 2.08(a) shall be deemed to limit (i) the obligations of any Person to the Purchaser or (ii) any of the Purchaser's rights pursuant to this Agreement or any of the other Basic Documents.

ARTICLE III
MEMBERSHIP

SECTION 3.01 Membership Interests; Additional Members.

Cheniere Holdings is the sole initial Member of the Company, as reflected on Exhibit A hereto. Additional Person(s) may be admitted to the Company as Members upon the unanimous approval of the existing Members, without any approval of the Board, on such terms and conditions as the Members determine at the time of such admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers and duties. To the extent permitted by Section 14.05 (and otherwise in accordance with this Agreement), the Members may reflect the creation of any new class or group in an amendment to this Agreement, executed in accordance with Section 14.05, indicating the different rights, powers and duties thereof. Any such admission is effective only after such new Member has executed and delivered to the Members and the Company an instrument containing the notice address of the new Member and such new Member's ratification of this Agreement and agreement to be bound by it. Upon the admission of a new Member, Exhibit A will be updated to reflect such admission.

SECTION 3.02 Access To Information.

Each Member shall be entitled to receive any information that it may request concerning the Company; *provided, however,* that this Section 3.02 shall not obligate the Company to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). Each Member shall also have the right, upon reasonable notice and at all reasonable times during usual business hours, to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. All costs and expenses incurred in any inspection, examination or audit made on such Member's behalf shall be borne by such Member.

SECTION 3.03 Liability.

Except as otherwise required under the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member (nor the Purchaser) or beneficial owner of any Membership Interest shall be personally liable for or otherwise obligated with respect to any such debt, obligation or liability of the Company by reason of being a Member or beneficial owner of such Membership Interest. The Members and beneficial owners agree that their rights, duties and obligations in their capacities as Members and beneficial owners are only as set forth in this Agreement and as otherwise arise under the Act. Furthermore, the Members and beneficial owners agree that the existence of any rights of a Member, the Purchaser or beneficial owner, or the exercise or forbearance from exercise of any such rights shall not create any duties or obligations of the Member, the Purchaser or beneficial owner in their capacities as such, nor shall such rights be construed to enlarge or otherwise alter in any manner the duties and obligations of the Member, the Purchaser or beneficial owner.

ARTICLE IV
CAPITAL CONTRIBUTIONS

SECTION 4.01 Initial Capital Contributions.

At the time of the formation of the Company, as reflected on Exhibit A, Cheniere Holdings made a Capital Contribution in the amount of $1,000.00 in exchange for all of the Membership Interests in the Company. In addition, on March 26, 2007, Cheniere Holdings made such additional Capital Contributions to the Company as are described in the Contribution Agreement. Upon the admission of a subsequent Member, Exhibit A shall be updated to reflect the Capital Contribution attributable to such Member. After admission as a Member, no Member shall be obligated to make any additional capital contributions to the Company.

SECTION 4.02 Loans.

If the Company does not have sufficient cash to pay its obligations, any Member may advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.02 constitutes a loan from the Member to the Company, shall bear interest at a rate

comparable to the rate the Company could obtain from third parties, from the date of the advance until the date of payment, and is not a Capital Contribution. In no event shall any such loans grant the Member (or any other Persons) rights that violate any of the Purchaser's rights pursuant to this Agreement or any of the other Basic Documents.

SECTION 4.03 Return of Contributions.

Except as expressly provided herein, no Member is entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

SECTION 4.04 Capital Accounts.

A Capital Account shall be established and maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b)*et. seq.*, as such regulations may be amended and in effect from time to time and any corresponding provisions of succeeding regulations.

ARTICLE V
DISTRIBUTIONS AND ALLOCATIONS

SECTION 5.01 Allocations for Capital Account Purposes.

(a) Except as otherwise set forth in Section 5.01(b), for purposes of maintaining the Capital Accounts and in determining the rights of the Members among themselves, the Company's items of income, gain, loss and deduction shall be allocated and charged to the Members in accordance with their respective Sharing Ratios.

(b) The following special allocations shall be made prior to making any allocations provided for in 5.01(a) above:

(i) *Qualified Income Offset.* Except as provided in Section 5.01(b)(ii), in the event any Member receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specifically allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Allocation Regulations, the deficit balance, if any, in such Member's Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible.

(ii) *Nonrecourse Debt Allocations.* Notwithstanding any other provision of this Section 5.01, each Member shall be allocated items of Company income and gain in each fiscal year as necessary, in the Board's discretion, to comply with the Allocation Regulations relating to nonrecourse debt.

(iii) *Gross Income Allocations.* In the event any Member has a deficit balance in such Member's Adjusted Capital Account at the end of any Company taxable period, such Member shall be specially allocated items of Company gross income and gain in the amount of such excess as quickly as possible; *provided, however*, that an allocation pursuant to this Section 5.01(b)(iii) shall be made only if and to the extent that such Member would have a deficit balance in such Member's Adjusted Capital Account after all other allocations provided in this Section 5.01 have been tentatively made as if this Section 5.01(b)(iii) were not in the Agreement.

(iv) *Code Section 754 Adjustment.* To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to the Allocation Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to the Allocation Regulations.

(v) *Curative Allocation.* The special allocations set forth in Section 5.01 (b)(i), (ii) and (iii) (the "***Regulatory Allocations***") are intended to comply with the Allocation Regulations. Notwithstanding any other provisions of this Section 5.01, the Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members such that, to the extent possible, the net amount of allocations of such items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred.

SECTION 5.02 Distributions.

Except as otherwise provided in Section 5.04 or Section 12.02, cash may be distributed at such time and in such amounts as the Managing Member shall determine to the Members in accordance with their respective Sharing Ratios. Such distributions shall be made concurrently to the Members as reflected on the books of the Company on the date set for purposes of such distribution.

SECTION 5.03 Varying Interests.

All items of income, gain, loss, deduction or credit shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last calendar day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Sharing Ratio, the Members agree that their allocable shares of such items for the taxable year shall be determined on any method determined by the Members in their sole discretion to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying Sharing Ratios.

SECTION 5.04 Limitations on Distributions.

No distribution shall be declared and paid unless, if after the distribution is made, the value of assets of the Company would exceed the liabilities of the Company, except liabilities to the Members on account of their Capital Contributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate any Applicable Law.

ARTICLE VI
MANAGEMENT

SECTION 6.01 Management by Board of Directors.

Other than as expressly set forth in Section 6.15, all of the power and authority of the Company relating to the Company's management of the business and affairs of the Partnership Group, as the general partner of the Partnership, shall be fully vested in, and managed by, a Board of Directors (the "***Board***") and, subject to the discretion of the Board, Officers elected pursuant to Article VII. The Directors and Officers shall collectively constitute "managers" of the Company within the meaning of the Act. Except as otherwise expressly provided in this Agreement (including Section 6.14 and Section 6.15), no Member, by virtue of having the status of a Member, shall have or attempt to exercise or assert any management power over the business and affairs of the Company or shall have or attempt to exercise or assert actual or apparent authority to enter contracts on behalf of, or to otherwise bind, the Company or any member of the Partnership Group. Except as otherwise provided in this Agreement (or as the Board may resolve with respect to determining the powers granted to the Officers), the authority and functions of the Board, on the one hand, and of the Officers, on the other hand, shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporation Law of the State of Delaware. The Officers shall be vested with such powers and duties as are expressly set forth in Article VII and as are otherwise specified by the Board. Accordingly, except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers who shall be agents of the Company.

SECTION 6.02 Number; Qualification; Tenure.

Until the expiration of the Investor Approval Period, the number of directors constituting the Board shall be eleven (11) and thereafter shall not be less than one (1) nor more than nine (9) (each a "***Director***" and, collectively, the *"**Directors***"). A Director need not be a Member nor a resident of the State of Delaware. During the Investor Approval Period, each Director shall be appointed pursuant to Section 6.07. Each Director shall serve until his or her death, resignation or removal from office or until his or her successor is appointed as provided in Section 6.07. Upon expiration of the Investor Approval Period, all Directors shall be appointed by the Member.

SECTION 6.03 Meetings.

A meeting of the Board or any committee thereof may be called by any member of the Board or a committee thereof on at least three (3) days notice to the other members of such Board or committee, either personally or by mail, telephone, telegraph or electronic mail. Any such notice, or waiver thereof, need not state the purpose of such meeting, except for amendments to this Agreement and as may otherwise be required by Applicable Law. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where such Director attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

At any meeting of the Board where a material agreement relating to indebtedness is to be considered, a representative of the Purchaser shall have the opportunity to review in advance materials to be provided to the Board with respect thereto and shall have the right to provide a summary to the Board regarding consideration of such matter.

SECTION 6.04 Action By Consent of Board or Committee of Board.

Subject to Article XIV, and to the extent permitted by Applicable Law, any action required or permitted to be taken at a meeting of the Board or any committee thereof may be taken without a meeting, without prior notice and without a vote, so long as a consent or consents in writing, setting forth the action so taken, are signed by all of the members of the Board or committee thereof.

SECTION 6.05 Conference Telephone Meetings.

Directors or members of any committee of the Board may participate in and hold a meeting of the Board or such committee by means of telephone conference, video conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 6.06 Quorum; Board Voting.

(i) A majority of all Directors, which includes (ii) at least two (2) Investor CQP Directors, two (2) Cheniere CQP Directors and two (2) Independent Directors present in person or participating in accordance with Section 6.05 shall constitute a quorum for the transaction of business, unless a greater number is required by Applicable Law; and if at any meeting of the Board there shall be less than a quorum present, a majority of the Directors present may adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present; *provided*, *however*, that clause (ii) shall not be required to constitute a quorum if (A) a meeting has been adjourned for at least three (3) days on two consecutive occasions due to failure of clause (ii) to be satisfied (the party that appointed the Directors whose absence caused a failure of quorum to be satisfied at a meeting and two consecutive re-convened meetings (the "***Absent Party***")) and (B) at the third consecutive re-convened meeting (held at least three (3) days after the previously adjourned meeting), the absence of Directors appointed by the Absent Party is the cause of clause (ii) not being satisfied; *provided, further*, that by unanimous decision of those Investor CQP Directors and Cheniere CQP Directors present, the

requirement for Independent Directors to be present to constitute a quorum at a particular meeting may be waived. Except as otherwise required by Applicable Law or as otherwise set forth herein, all decisions of the Board shall require the affirmative vote of a majority of the members of the Board present at a meeting duly called in accordance with this Article VI. The Directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

SECTION 6.07 Appointment of Directors; Vacancies; Increases in the Number of Directors.

(a) During the Investor Approval Period:

(i) The Purchaser shall have the right to appoint three (3) Directors to the Board (the "***Investor CQP Directors***");

(ii) Cheniere Holdings shall have the right to appoint four (4) Directors to the Board (the "***Cheniere CQP Directors***"); and

(iii) The Board shall have four (4) Directors who are Independent Directors (the "***Independent CQP Directors***").

(b) During the Investor Approval Period any increase or decrease in the number of Directors shall require approval of the Managing Member and the Purchaser. After the Investor Approval Period, any vacancies and newly created directorships resulting from any increase in the number of Directors shall be filled by the Member in its sole discretion.

(c) If the Board determines that a member of the Partnership Group should be managed by a board of managers or directors, then such board shall have as one of its members an Independent CQP Director, if during the Investor Approval Period, or other Independent Director following the Investor Approval Period.

SECTION 6.08 Committees.

(a) The Board may establish committees of the Board and may delegate any of its responsibilities, except as otherwise prohibited by Applicable Law, to such committees. As of the date hereof, there are no committees other than the Conflicts Committee, the Executive Committee and the Audit Committee. Any additional committees of the Board created after the date hereof shall include at least one Investor CQP Director and one Cheniere CQP Director.

(b) The Board shall have an audit committee (the "***Audit Committee***") consisting of three (3) Independent CQP Directors selected by the Board. Such Audit Committee shall establish a written audit committee charter in accordance with the rules of the NYSE MKT, as amended from time to time.

(c) The Board shall have a Conflicts Committee consisting of three (3) or more Directors selected by the Board that satisfy the criteria set forth in the definition of Conflicts Committee in the Partnership Agreement; *provided, however*, that if a vacancy thereon exists, the Conflicts Committee may continue to act by action of such remaining two (2) members. During the

Investor Approval Period, the Directors serving on the Conflicts Committee shall consist solely of Independent CQP Directors. The Conflicts Committee shall function in the manner described in the Partnership Agreement. If requested by any Investor CQP Director or Cheniere CQP Director, the Conflicts Committee shall review and recommend to a Dispute Resolution Committee whether the Conflicts Committee believes that there has been a breach of an agreement between the Partnership Group, on the one hand, and either CEI and its Affiliates (other than any member of the Partnership Group) or the Purchaser and its Affiliates (other than any member of the Partnership Group), on the other hand, and if there is a recommendation that there has been such a breach, the Dispute Resolution Committee shall consider what actions, if any, to be taken with respect thereto, and (subject to Section 6.15) shall be empowered to cause the members of the Partnership Group to take any such actions.

(d) The Board may elect to have a compensation committee (the "***Compensation Committee***") comprised of three (3) Independent CQP Directors selected by the Board. Such Compensation Committee shall establish a written compensation committee charter in accordance with the applicable rules of NYSE MKT, as amended from time to time.

(e) A majority of any committee, present in person or participating in accordance with Section 6.05, shall constitute a quorum for the transaction of business of such committee, and the affirmative vote of a majority of the committee members present shall be necessary for the adoption by it of any resolution, unless the affirmative vote of a majority of the members of any such committee is required by Applicable Law or otherwise; *provided, however*, that the affirmative vote of four out of five of the members of the Executive Committee shall be necessary for the adoption by such committee of any resolution.

(f) A majority of any committee may determine its action and fix the time and place of its meetings unless the Board shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Section 14.02. The Board shall have power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

(g) Any committee designed pursuant to this Section 6.08 shall choose its own chairman and keep regular minutes of its proceedings and report the same to the Board when requested.

(h) The Board may designate one or more Directors as alternate members of any committee (other than the Executive Committee) who may replace any absent or disqualified member at any meeting of such committee; *provided, however,* that any such designated alternate of the Conflicts Committee must be appointed pursuant to Section 6.08(c); *provided, further*, that any such designated alternate of the Audit Committee or Compensation Committee or Conflicts Committee must meet the standards for an Independent Director. Nothing herein shall be deemed to prevent the Board from establishing one or more committees consisting in whole or in part of persons who are not Directors; *provided, however,* that no such committee shall have or may exercise any authority of the Board.

(i) At all times until it is dissolved in accordance with this Section 6.08(i), the Board shall have an executive committee (the "***Executive Committee***") consisting of five (5) Directors. The Executive Committee shall be comprised of (i) the three (3) Investor CQP Directors; (ii) one (1) Independent CQP Director, who shall be selected by the Independent CQP Directors; and (iii) one (1) Cheniere CQP Director, who shall be selected by the Cheniere CQP Directors. During the Investor Approval Period, any increase or decrease in the number of Directors serving on the Executive Committee shall require approval of the Board, including the approval of at least one Cheniere CQP Director and one Investor CQP Director. The Executive Committee shall be dissolved and this Section 6.08 shall be null and void from and after the end of the Investor Approval Period without any further action by the Members, the Board or the members of the Executive Committee. Subject to Section 6.15, the following actions proposed to be taken by the applicable member of the Partnership Group, or by the Partnership Group as a whole, as specified below, shall be subject to (A) review and approval by the Executive Committee before they are taken, and (B) if approved by the Executive Committee, subsequent approval by the Board (unless in the case of clause (B) such actions do not otherwise require Board approval) before they are taken:

(i) with respect to any member of the Partnership Group, winding-up, dissolving or filing or authorizing the filing of any petition seeking to reorganize, or to obtain relief under, any federal or state bankruptcy or insolvency law, or to agree to do any of the foregoing, or to agree to an out-of-court restructuring or reorganization;

(ii) changing or making any election for any member of the Partnership Group to be classified as other than a partnership for U.S. federal income tax purposes, other than necessary tax elections necessary to ensure that at least 90% of the combined gross income of the Partnership for any taxable year is "qualifying income" within the meaning of Section 7704 of the Code;

(iii) the issuance by the Partnership of (A) Common Units or Common Unit Equivalents at a price less than $10.00 per unit or (B) Class B Units at a price less than $15.00 per Class B Unit or with a compound annual paid-in-kind rate or similar accreting feature of more than 3.5% per quarter, in each case, as such per unit price may be adjusted to take into account any unit split, combination, reclassification, reorganization or recapitalization or similar transaction;

(iv) the incurrence by the Partnership Group, on a consolidated basis, of aggregate Indebtedness to finance the construction and commencement of commercial operations of Train 1, Train 2, Train 3 or Train 4, and all related facilities, equipment and activities, in excess of the following thresholds (each of which shall be an aggregate threshold for the applicable Train(s)): (A) $4.1 billion to finance the construction and commencement of commercial operations, of Train 1 and Train 2, and all related facilities, equipment and activities; (B) $6.862 billion to finance the construction and commencement of commercial operations, of both Train 1 and Train 2, and all related facilities, equipment and activities, and the construction and commencement of commercial operations, of Train 3, and all related facilities, equipment and activities; and (C) $9.362 billion to finance the construction and commencement of commercial operations of Train 1, Train 2, Train 3 and Train 4, and all related facilities, equipment and activities; *provided, however*, that if the Executive Committee approves the incurrence of Indebtedness in excess of the foregoing amounts, any such excess amounts shall be segregated into a separate bank account

and not used for purposes other than expenditures for the applicable Train(s); *provided, further*, that if the Partnership Group desires to incur additional short-term Indebtedness for working capital to purchase natural gas for purposes of commissioning any Train, which would be expected to be repaid within 90 days from working capital and would result in any of the foregoing amounts being exceeded by up to $300.0 million, then the Executive Committee shall consider the incurrence of such Indebtedness;

(v) the incurrence by the Partnership Group, on a consolidated basis, of aggregate Indebtedness (including to finance the construction and commencement of commercial operations of Train 1, Train 2, Train 3 and Train 4, and all related facilities, equipment and activities) that would exceed $11.662 billion (plus the aggregate amount of any Indebtedness incurred by the Partnership Group in connection with the transactions contemplated by the CTPL Purchase Agreement (as defined in the Unit Purchase Agreement) and any other costs and expenses related to CTPL (as such term is used and defined in the Partnership Agreement) after the closing of the transactions contemplated by the CTPL Purchase Agreement) outstanding at any time prior to commercial operations of Train 4, and all related facilities, equipment and activities to facilitate commercial operation of the Liquefaction Project;

(vi) the incurrence by the Partnership Group, on a consolidated basis, of aggregate Indebtedness that would result in: (A) the Partnership Group's ratio of consolidated Indebtedness to EBITDA exceeding 6.0 to 1.0 (with Indebtedness excluding any Indebtedness incurred for Trains or other projects that have not commenced commercial operations); or (B) the Partnership Group's ratio of consolidated Indebtedness to EBITDA exceeding 6.0 to 1.0 (with Indebtedness including any Indebtedness incurred for Trains or other projects that have not commenced commercial operations, and EBITDA to include projected EBITDA (as confirmed by the Board) for Trains or other projects for which financing has been consummated or will be consummated concurrent with the Indebtedness to be incurred);

(vii) any member of the Partnership Group entering into an EPC Contract for Train 3 or Train 4 if such EPC Contract is not on a lump sum turnkey basis with at least 80% of the aggregate contract price on a fixed price basis (excluding any currency exchange and commodity price fluctuations and inflation adjustments, which shall be considered variable costs) and no more than $100 million of risk exposure for labor costs; *provided, however*, that approval thereof shall not be unreasonably withheld, conditioned or delayed;

(viii) the issuance by the Partnership of any Equity Securities (other than Common Units) that are in any manner senior to the Class B Units*provided* that this Section 6.08(i)(viii) shall not prevent the Company from being permitted to exercise its rights pursuant to Section 5.2(b) of the Partnership Agreement;

(ix) other than change orders caused by Applicable Law and change orders required by the contractor thereunder to maintain the project schedule and reach commercial operation, any member of the Partnership Group approving any material change orders to an EPC Contract, with such approval not to be unreasonably withheld, conditioned or delayed more than five (5) Business Days after receipt of written notice setting forth and describing in reasonable detail such change order and the explanation as to why such change order is reasonable under the circumstances (provided that in no event shall any determination about whether such information is reasonable affect the timing of such approval so long as it is prima facie provided in good faith), including (A) change orders increasing the cost of such EPC Contract by more than $40 million in a single change order or by more than $150 million in cumulative change orders for each of (1) Train 1 and Train 2 and (2) Train 3 and Train 4, and all related facilities, equipment and activities (provided that in the event Train 3 and Train 4, and all related facilities, equipment and activities, are not subject to the same EPC Contract, then such change order thresholds shall be determined on a pro rata basis in respect of the particular Train); and (B) any change order causing either (x) the Guaranteed Substantial Completion Date (as defined in the 2011 EPC Contract) for Train 1 or Train 2 or (y) the date determined pursuant to such similar term set forth in the applicable EPC Contract for Train 3 or Train 4 to be delayed by more than six (6) months from the original date set forth in such EPC Contract, as of its effective date;

(x) any member of the Partnership Group approving (x) any material change in the nature of the Partnership Group's business taken as a whole, (y) the consummation of material asset dispositions or acquisitions or (z) the commencement or pursuit of any capital projects other than Train 1, Train 2, Train 3, Train 4 and the CTPL (as defined in the Unit Purchase Agreement);

(xi) any member of the Partnership Group creating any direct or indirect Subsidiaries, other than Subsidiaries that are directly or indirectly wholly owned by the Partnership;

(xii) any member of the Partnership Group issuing or selling equity interests (including any option, right, warrant or appreciation right) in the Partnership's Subsidiaries, other than to direct or indirect wholly owned Subsidiaries of a member of the Partnership Group;

(xiii) any member of the Partnership Group approving the issuance of or issuing a notice to proceed on construction of Train 3 or Train 4 prior to consummating one or more closings to finance 100% of the then-current estimate of the funds (as determined by the Board) required to complete such Train or Trains, as the case may be;

(xiv) any amendment to a Service Agreement or entering into any other agreement with CEI or any of its Affiliates (other than a member of the Partnership Group) to provide services to any member of the Partnership Group; and

(xv) any member of the Partnership Group (A) materially amending, terminating (other than terminating in accordance with its existing terms in the Ordinary Course of Business) or entering into, any material commercial agreement, terminal use agreement, construction management agreement, operating and maintenance agreement, debt financing agreement, underwriting agreement, indenture or other agreement relating to Indebtedness (to the extent any of the foregoing would not otherwise be permitted without Executive Committee approval under other clauses of this Section 6.08(i)) or any material license, permit or other agreement with any Governmental Authority, in each case, in a manner that could reasonably be deemed to adversely affect the Purchaser or any Affiliate of the Purchaser in any material respect with regard to its Class B Units or Common Units or any of its rights with respect to the Company, the Partnership Group or any of the Basic Documents or (B) hiring employees or paying compensation to officers or other employees of members of the Partnership Group, other than employees hired and compensation paid by CEI or its Affiliates in accordance with the Partnership Agreement and the Services Agreements.

SECTION 6.09 Resignation or Removal.

(a) Any Director may resign at any time upon written notice to the Board. Such resignation shall take effect at the time specified in such written notice, and unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective.

(b) Any Director may be removed by a majority of the other Directors then serving on the Board (or other applicable governing body) for "cause" (as defined below); and any vacancy in such position shall be filled as set forth in Section 6.09(c). As used herein, "cause" means that the applicable Director (i) is prohibited from serving as a director of the Company under any rule or regulation of the Securities and Exchange Commission or the NYSE MKT or (ii) has been convicted of a felony or misdemeanor involving moral turpitude.

(c) During the Investor Approval Period, in addition to removals by the Board pursuant to Section 6.09(a) and Section 6.09(b), Directors may be removed and the corresponding vacancies filled as follows:

(i) Cheniere Holdings shall be entitled to cause the removal of any Cheniere CQP Director, at any time, with or without cause, and any vacancies with respect to the Cheniere CQP Directors shall be filled by Cheniere Holdings.

(ii) The Purchaser shall be entitled to cause the removal of any Investor CQP Director, at any time, with or without cause, and any vacancies with respect to Investor CQP Directors shall be filled by the Purchaser.

(iii) Either the Purchaser or Cheniere Holdings shall be entitled to cause the removal of any Independent CQP Director, with or without cause, by delivering notice thereof in accordance with Section 6.09(d).

(iv) Any vacancy of an Independent CQP Director (whether by death, resignation or removal) shall be filled by mutual agreement of Cheniere Holdings and the Purchaser, pursuant to the following procedure:

(A) if the Purchaser, which may propose a replacement Independent Director, does not deliver a notice proposing a replacement Independent Director within thirty (30) days after a notice of removal is delivered pursuant to Section 6.09(d) or the death or resignation of such Person, as applicable, then Cheniere Holdings may appoint a replacement Independent CQP Director; and

(B) if the Purchaser delivers a notice proposing a replacement Independent Director within thirty (30) days after the notice of removal is delivered pursuant to Section 6.09(d) or the death or resignation of such Person, as applicable, then the following procedure shall be followed (with any Independent Director designee agreed to by Cheniere Holdings or determined by the Independent CQP Directors to be an Independent CQP Director, as applicable, being appointed to the Board by Cheniere Holdings promptly after such determination):

(I) Cheniere Holdings shall decide, within fourteen (14) days after receiving such notice of a proposed replacement Independent Director, whether to appoint or reject such designee as an Independent CQP Director;

(II) if Cheniere Holdings rejects such designee as an Independent CQP Director, then the Purchaser may deliver a notice proposing another replacement Independent Director within seven (7) days after Cheniere Holding's delivers to the Purchaser a notice rejecting the previously proposed designee;

(III) Cheniere Holdings shall decide within seven (7) days after receiving notice of the immediately foregoing proposed replacement Independent Director whether to appoint or reject such designee as an Independent CQP Director;

(IV) if Cheniere Holdings rejects such Person as an Independent CQP Director, then the Independent CQP Directors not subject to the notice of removal pursuant to Section 6.09(c)(iv)(B) shall decide whether such Person is an Independent Director and otherwise qualified to serve on the Board; and

(V) if a majority of the Independent CQP Directors (other than the Independent CQP Director subject to being removed) reject such Person as an Independent CQP Director, then the process set forth in this Section 6.09(c)(iv) shall be restarted; *provided, however*, that if either the Purchaser or Cheniere Holdings initially initiated the procedures set forth in Section 6.09(c)(iii) and the other Person subsequently submits a notice of removal pursuant to Section 6.09(c)(iii), the procedures set forth in this Section 6.09(c)(iv) shall not be followed more than twice with respect to the initiating Person's notice of removal before following the procedures set forth in this Section 6.09(c)(iv) with respect to the other Person's subsequent notice of removal.

(v) Notwithstanding Section 6.09(c)(iii), an Independent CQP Director to be removed pursuant to Section 6.09(c)(iii) shall continue to serve as an Independent CQP Director until his or her successor is appointed in accordance with the procedures set forth in Section 6.09(c)(iv).

(d) Any action by Cheniere Holdings or the Purchaser to designate, remove or replace a Cheniere CQP Director, Investor CQP Director or Independent CQP Director shall be evidenced in writing furnished to the Company, the Member and the Purchaser.

SECTION 6.10 Compensation.

The members of the Board who are neither Officers nor employees of either the Company or the Purchaser or any Affiliate thereof shall be entitled to compensation for their service as directors and committee members at rates established from time to time by resolution of the Board. All members of the Board shall be reimbursed for actual and documented out-of-pocket expenses incurred in connection with attending meetings of the Board or committees thereof.

SECTION 6.11 Affiliate Transaction Approval.

(a) During the Investor Approval Period, any transactions (or modifications or waivers of existing contracts) (other than transactions subject to Section 6.08(i)(xiv)) between (x) the Partnership Group, on the one hand, and (y) either (A) CEI and its Affiliates (other than any member of the Partnership Group) or (B) the Purchaser and its Affiliates (other than any member of the Partnership Group), on the other hand, that: (i) are on terms less favorable to the Partnership Group than those generally being provided to or available from unrelated third parties; or (ii) involve consideration of more than $1.0 million individually or $5.0 million cumulatively per annum, shall require the following approval: (1) transactions proposed by or for the benefit of CEI or its Affiliates (other than the Partnership Group) shall require the approval of the Board, including at least one Investor CQP Director and (2) transactions proposed by or for the benefit of the Purchaser or any of its Affiliates (other than the Partnership Group) shall require the approval of the Board, including at least one Cheniere CQP Director.

(b) In addition, if requested by any Investor CQP Director or Cheniere CQP Director, the transactions contemplated by Section 6.11(a) shall be submitted to the Conflicts Committee for consideration.

(c) Notwithstanding the foregoing, no such approval contemplated by this Section 6.11 shall be required in respect of (a) any transactions relating to the exercise of any of the Purchaser or its Affiliates rights pursuant to any of the Basic Documents (*e.g.*, the Purchaser's exercise of its rights pursuant to Section 5.12(b)(vii) of the Partnership Agreement), (b) the approval of budgets contemplated by a Service Agreement or payments made pursuant to the terms thereof or (c) the exercise of preemptive rights that any Person holds.

SECTION 6.12 Duties.

Except as expressly set forth in this Agreement or required by the Act, no Director shall have any duties or liabilities, including fiduciary duties, to the Company or any Member except to act in good faith and in the best interest of the Partnership when the Company acts as the general partner of the Partnership, and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of a Director otherwise existing under Applicable Law or in equity, are agreed by the Members to replace such other duties and liabilities of the Directors.

SECTION 6.13 Corporate Opportunities.

Notwithstanding anything to the contrary in this Agreement or any duty existing under Applicable Law, in equity or otherwise, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Director or Officer. No Director or Officer who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company or for any member of the Partnership Group shall have any duty to communicate or offer such opportunity to any Member, the Company or the Partnership Group, and it shall be deemed not to be breach of any duty, including any fiduciary duty, or any other obligation of any type whatsoever of any Director or Officer to not communicate or offer such opportunity to any Member, the Company or the Partnership Group, and such Director or Officer shall not be liable to the Company, any member of the Partnership Group, to any Member or any other Person for breach of any fiduciary or other duty by reason of the fact that such Director or Officer pursues or acquires for itself or its Affiliates, directs such opportunity to another Person or does not communicate such opportunity or information to any Member, the Company or the Partnership Group; *provided, however*, that the preceding terms of this Section 6.13 shall not apply to any business opportunity (i) of which any Person who is an Officer, Director or employee of the Company or any member of the Partnership Group acquires knowledge while acting in his capacity as such Officer, Director or employee, and not while acting in his capacity as an officer, director or employee of an entity that is not the Company or a member of the Partnership Group or (ii) taken by a Director or Officer for such Director's or Officer's personal benefit.

SECTION 6.14 Managing Member Authority.

Except for any power and authority specifically delegated to the Board herein, the Managing Member will have the exclusive authority over the other business and affairs of the Company that do not relate to the Partnership Group. Without limiting the general delegation of power to the Managing Member in the previous sentence (and to the extent not otherwise prohibited by the Basic Documents), the powers granted to the Managing Member shall include:

(a) transferring the Company's General Partner Interest (as defined in the Partnership Agreement) pursuant to Section 4.6(b) of the Partnership Agreement or the Company's Incentive Distribution Rights (as defined in the Partnership Agreement), subject to the Investors' and Registration Rights Agreement;

(b) voting any Units (as defined in the Partnership Agreement) held by the Company;

(c) making any distributions by the Company to the Members to the extent permitted by this Agreement;

(d) issuing or repurchasing any equity interests in the Company;

(e) prosecuting, settling, and managing any claims made directly against the Company to the extent such claims do not relate to any member of the Partnership Group;

(f) selling, conveying, transferring or pledging any assets of the Company;

(g) entering into agreements and incurring obligations on behalf of the Company not contrary to or inconsistent with the terms of the Partnership Agreement;

(h) making additional capital contributions to the Partnership pursuant to the Partnership Agreement;

(i) exercising preemptive rights in the Partnership pursuant to the Partnership Agreement;

(j) acquiring Units or Partnership Securities (each as defined in the Partnership Agreement) pursuant to the Partnership Agreement and exercising rights pursuant thereto;

(k) lending funds to the Partnership Group pursuant to the Partnership Agreement;

(l) exercising rights as an "Indemnitee" pursuant to the Partnership Agreement to the extent such claims do not relate to any member of the Partnership Group;

(m) purchasing and selling Partnership Securities for its own account pursuant to the Partnership Agreement;

(n) exercising registration rights pursuant to the Investors' and Registration Rights Agreement;

(o) after the Investor Approval Period, withdrawing as the general partner of the Partnership pursuant to Section 11.1 of the Partnership Agreement;

(p) transferring the interest of a Departing General Partner (as defined in the Partnership Agreement) pursuant to the Partnership Agreement; and

(q) selecting and appointing the Independent CQP Director or other Independent Director of the Board, as the case may be, to a board of managers or similar governing body of a member of the Partnership Group to fill any vacancy or position created pursuant to Section 6.07(c);

provided, that none of the foregoing shall be interpreted to grant the Managing Member the power to manage the business and affairs of the Partnership Group or exercise any of the rights of the Partnership Group.

SECTION 6.15 Sabine Pass Control Rights.

The Managing Member shall exercise all power and authority of the Company, whether direct or indirect, with respect to acquiring, holding, voting or disposing of the equity interests of the general partner of Sabine Pass LNG, L.P. (presently, Sabine Pass LNG-GP, LLC). Neither the Board, nor the Executive Committee, nor any Director, nor the Purchaser shall have or exercise any power or authority with respect to the general partner of Sabine Pass LNG, L.P.

ARTICLE VII
OFFICERS

SECTION 7.01 Elected Officers.

The Officers of the Company shall serve at the pleasure of the Board. Such Officers shall have the authority and duties delegated to each of them, respectively, by the Board from time to time. No Officer need be a Member or Director. Any number of offices may be held by the same Person. The Officers of the Company shall be a Chairman of the Board, a Chief Executive Officer, a Chief Financial Officer, a Secretary and a Treasurer and may include such other officers (including, without limitation, a President, a Chief Operating Officer, Executive Vice Presidents, Senior Vice Presidents and Vice Presidents) as the Board from time to time may deem proper.

The Chairman of the Board shall be chosen from among the Directors. All Officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VII (and any resolutions of the Board modifying such duties) and shall perform such additional duties as the Board may, from time to time, delegate to them. The Board or any committee thereof may from time to time elect or appoint, as the case may be, such other Officers (including one or more Vice Presidents, Controllers, Assistant Secretaries and Assistant Treasurers) and agents, as may be necessary or desirable for the conduct of the business of the Company. Such other Officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in this Agreement or as may be prescribed by the Board or such committee, as the case may be.

In no event shall any of the Officers take any action requiring Executive Committee approval under Section 6.08(i) unless such action has been approved by the Executive Committee.

SECTION 7.02 Election and Term of Office.

The Officers of the Company shall be elected annually by the Board at the regular meeting of the Board held after the annual meeting of the Members or at such time and for such term as the Board shall determine. Each Officer shall hold office until such Person's successor shall have been duly elected and shall have qualified or until such Person's death or until he or she shall resign or be removed pursuant to Section 7.14.

SECTION 7.03 Chairman of the Board.

The Chairman of the Board shall preside at all meetings of the Board. If the Chairman is unable to preside at a meeting of the Board and the Chief Executive Officer is also unable to preside at such meeting pursuant to Section 7.04, then the Directors may appoint another Director to preside at such meeting. The Directors also may elect a Vice-Chairman to act in the place of the Chairman upon his absence or inability to act.

SECTION 7.04 Chief Executive Officer.

The Chief Executive Officer shall be responsible for the general management of the affairs of the Company and shall perform all duties incidental to such Person's office that may be required by Applicable Law and all such other duties as are properly required of him or her by the Board. The Chief Executive Officer shall supervise generally the affairs of the Company, its other Officers, employees and agents and may take all actions that the Company may legally take. He or she shall make reports to the Board and the Members and shall see that all orders and resolutions of the Board and of any committee thereof are carried into effect. The Chief Executive Officer shall have full authority to execute all deeds, mortgages, bonds, contracts, documents or other instruments, except in cases where the execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company or shall be required by Applicable Law to be otherwise executed. The Chairman of the Board may serve in the capacity of Chief Executive Officer. If the Chairman of the Board does not so serve, then the Chief Executive Officer, if he or she is also a Director, shall, in the absence of or because of the inability of the Chairman of the Board to act, perform all duties of the Chairman of the Board and preside at all meetings of the Board.

SECTION 7.05 President.

The Chief Executive Officer may serve in the capacity as President. If the Chief Executive Officer does not so serve, then the President shall assist the Chief Executive Officer in the administration and operation of the Company's business and general supervision of its policies and affairs. The President shall have full authority to execute all deeds, mortgages, bonds, contracts, documents or other instruments, except in cases where the execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company or shall be required by Applicable Law to be otherwise executed. In the absence of the Chairman of the Board and a Chief Executive Officer, the President, if he or she is also a Director, shall preside at all meetings of the Board.

SECTION 7.06 Chief Financial Officer.

The Chief Financial Officer shall be responsible for financial reporting for the Company and shall perform all duties incidental to such Person's office that may be required by Applicable Law and all such other duties as are properly required by of him or her by the Board. He or she shall make reports to the Board and shall see that all orders and resolutions of the Board and any committee thereof relating to financial reporting are carried into effect. He or she shall also render to the Board or the Chief Executive Officer, whenever any of them request it, an account of all of his or her transactions as Chief Executive Officer and of the financial condition of the Company. The Chief Financial Officer shall have the same power as the Chief Executive Officer to execute documents on behalf of the Company.

SECTION 7.07 Chief Operating Officer.

The Chief Operating Officer of the Company shall assist the President and Chief Executive Officer in the administration and operation of the Company's business and general supervision of its policies and affairs.

SECTION 7.08 Vice Presidents.

Each Executive Vice President and Senior Vice President and any Vice President shall have such powers and shall perform such duties as may from time to time be assigned to him or her by the Board, the President or the Chief Executive Officer.

SECTION 7.09 Treasurer.

(a) The Treasurer shall exercise general supervision over the receipt, custody and disbursement of Company funds. The Treasurer shall, in general, perform all duties incident to the office of Treasurer and shall have such further powers and duties and shall be subject to such directions as may be granted or imposed from time to time by the Board and the Chief Financial Officer.

(b) Assistant Treasurers shall have such authority and perform such duties of the Treasurer as may be provided in this Agreement or assigned to them by the Board or the Treasurer. Assistant Treasurers shall assist the Treasurer in the performance of the duties assigned to the Treasurer and, in assisting the Treasurer, each Assistant Treasurer shall for such purpose have the powers of the Treasurer. During the Treasurer's absence or inability or refusal to act, the Treasurer's authority and duties shall be possessed by such Assistant Treasurer or Assistant Treasurers as the Board may designate.

SECTION 7.10 Secretary.

(a) The Secretary shall keep or cause to be kept, in one or more books provided for that purpose, the minutes of all meetings or actions of the Board, the committees of the Board and the Members. The Secretary shall (i) see that all notices are duly given in accordance with the provisions of this Agreement and as required by Applicable Law; (ii) be custodian of the records and the seal of the Company and affix and attest the seal to all documents to be executed on behalf of the Company under its seal; (iii) see that the books, reports, statements, certificates and other documents and records required by Applicable Law to be kept and filed are properly kept and filed; and (iv) in general, perform all of the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board.

(b) Assistant Secretaries shall have such authority and perform such duties of the Secretary as may be provided in this Agreement or assigned to them by the Board or the Secretary. Assistant Secretaries shall assist the Secretary in the performance of the duties assigned to the Secretary, and in assisting the Secretary, each Assistant Secretary shall for such purpose have the powers of the Secretary. During the Secretary's absence or inability or refusal to act, the Secretary's authority and duties shall be possessed by such Assistant Secretary or Assistant Secretaries as the Board may designate.

SECTION 7.11 Powers of Attorney.

The Company may grant powers of attorney or other authority as appropriate to establish and evidence the authority of the Officers and other Persons.

SECTION 7.12 Delegation of Authority.

Unless otherwise provided by this Agreement or by resolution of the Board, no Officer shall have the power or authority to delegate to any Person such Officer's rights and powers as an Officer to manage the business and affairs of the Company.

SECTION 7.13 Compensation and Expenses.

The salaries or other compensation, if any, of the Officers and agents of the Company shall be fixed from time to time by the Board; *provided*, *however,* that no such Officer or agent shall have any contractual rights against the Company for compensation by virtue of such election or appointment beyond the date of the election or appointment of such Person's successor, such Person's death, such Person's resignation or such Person's removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee deferred compensation plan.

The Officers and agents shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder.

SECTION 7.14 Removal.

Any Officer elected, or agent appointed, by the Board may be removed, either with or without cause, by the affirmative vote of a majority of the Board whenever, in their judgment, the best interests of the Company would be served thereby.

SECTION 7.15 Vacancies.

A newly created elected office and a vacancy in any elected office because of death, resignation or removal may be filled by the Board for the unexpired portion of the term at any meeting of the Board.

ARTICLE VIII
MEMBER MEETINGS

SECTION 8.01 Meetings.

Except as otherwise provided in this Agreement, all acts of the Members to be taken hereunder shall be taken in the manner provided in this Article VIII. An annual meeting of the Members for the transaction of business as may properly come before the meeting shall be held at such time and place as the Board shall specify from time to time. Special meetings of the

Members may be called by the Board or by any Member. A Member shall call a meeting by delivering to the Board one or more requests in writing stating that the signing Member wishes to call a meeting and indicating the general or specific purposes for which the meeting is to be called.

SECTION 8.02 Notice of a Meeting.

Notice of a meeting called pursuant to Section 8.01 shall be given to the Members in writing by mail or other means of communication in accordance with Section 14.02. The notice shall be deemed to have been given at the time when deposited in the mail or sent by other means of communication.

Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

SECTION 8.03 Action by Consent of Members.

Notwithstanding any provision contained in this Article VIII, any action that may be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth such action is signed by the Members holding not less than the minimum percentage of the Membership Interests that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote on such matter were present and voted.

SECTION 8.04 Member Vote.

Unless a provision of this Agreement specifically provides otherwise, any provision of this Agreement requiring the authorization of, or action taken by, the Members shall require the approval of the Members holding a majority of the Membership Interests.

SECTION 8.05 In the Event of a Sole Member.

Notwithstanding any other provision of this Agreement, at any time at which there is only a single Person serving as a Member of the Company, any provision herein that requires a Member to make a delivery to, or to obtain the consent of, the other Members of the Company shall be disregarded until such time as an additional Person is admitted as Member of the Company.

ARTICLE IX
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 9.01 Indemnification.

(a) To the fullest extent permitted by Applicable Law, but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest,

settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of the Indemnitee's serving or having served, or taking or having taken any action or inaction, in such capacity on behalf of or for the benefit of the Company or the Partnership or any other member of the Partnership Group; *provided, however*, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 9.01, the Indemnitee acted in bad faith, engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 9.01 shall be made only out of the assets of the Company, it being agreed that the Members shall not be liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification. The indemnification and advancement of expenses provided under this Agreement and the Partnership Agreement shall be the primary source of indemnification and advancement of expenses and any other indemnification or similar rights of an Indemnitee shall be secondary to the Company's obligations under this Section 9.01.

(b) To the fullest extent permitted by Applicable Law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 9.01(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Company of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 9.01.

(c) The indemnification provided by this Section 9.01 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Company shall purchase and maintain insurance on behalf of the Company, its Affiliates, the Board, the Officers and such other Persons as the Board shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Company's activities or such Person's activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 9.01, (i) the Company shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by the Indemnitee of its duties to the Company also imposes duties on, or otherwise involves services by, the Indemnitee to the plan or participants or beneficiaries of the plan; (ii) excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to Applicable Law shall constitute "fines" within the meaning of Section 9.01(a); and (iii) action taken or

omitted by the Indemnitee with respect to any employee benefit plan in the performance of the Indemnitee's duties for a purpose reasonably believed by such Indemnitee to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Company.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 9.01 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(g) The provisions of this Section 9.01 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(h) No amendment, modification or repeal of this Section 9.01 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Company, nor the obligations of the Company to indemnify any such Indemnitee under and in accordance with the provisions of this Section 9.01 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(i) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Company, the Members or any other Persons who have acquired limited liability company interests in the Company, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(j) Subject to its obligations and duties as set forth in Article VI, the Board and any committee thereof may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through the Company's Officers or agents, and neither the Board nor any committee thereof shall be responsible for any misconduct or negligence on the part of any such Officer or agent appointed by the Board or any committee thereof in good faith.

(k) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Company, such Indemnitee, acting in connection with the Company's business or affairs, shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or otherwise modify the duties and liabilities of an Indemnitee otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Indemnitee.

(l) Any amendment, modification or repeal of subsections (i), (j) (k) or (l) of this Section 9.01 shall be prospective only and shall not in any way affect the limitations on liability under such subsections as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE X
TAXES

SECTION 10.01 Tax Returns.

The Tax Matters Member of the Company (as defined in Section 10.03) shall prepare and timely file (on behalf of the Company) all federal, state, local and foreign tax returns required to be filed by the Company. Each Member shall furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall bear the costs of the preparation and filing of its returns.

SECTION 10.02 Tax Elections.

(a) The Company shall make the following elections on the appropriate tax returns:

(i) to adopt the calendar year as the Company's fiscal year;

(ii) to adopt the accrual method of accounting;

(iii) if a distribution of the Company's property as described in Section 734 of the Code occurs, or upon a transfer of Membership Interest as described in Section 743 of the Code occurs, on request by notice from any Member, to elect, pursuant to Section 754 of the Code, to adjust the basis of the Company's properties; and

(iv) any other election that the Members, in their sole discretion, may deem appropriate.

(b) Neither the Company nor any Member shall make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state, local or foreign law, and no provision of this Agreement (including Section 2.06) shall be construed to sanction or approve such an election.

SECTION 10.03 Tax Matters Member.

Cheniere Holdings shall be the "tax matters partner" of the Company pursuant to Code Section 6231(a)(7) (the "***Tax Matters Member***"). Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company. The Tax Matters Member shall take all actions with respect to taxes (including, but not limited to, (a) making, changing or revoking a material tax election, (b) taking a significant position in any tax return, (c) settling or otherwise resolving any audit or other proceeding relating to taxes and (d) extending the statute of limitations with respect to taxes) in its sole discretion.

ARTICLE XI
BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

SECTION 11.01 Maintenance of Books.

(a) The Company shall (i) maintain books and records, bank accounts and financial statements separate from any other Person, including the Members, (ii) not commingle its assets with those of any other Person, including the Members, (iii) conduct its business in its own name, (iv) pay its own expenses and liabilities out of its own funds, (v) observe all organizational formalities required under the Act, (vi) not guarantee or become obligated for, or pledge its assets for, the debts or liabilities of the Members, or hold out its credit as being available to satisfy the obligations of the Members and (vii) be duly qualified and in good standing as a foreign entity under Applicable Law in each state in which its assets are located and such qualification is necessary or advisable, maintain adequate capital for its operation and business purposes at all times. In addition, the Company shall cause Sabine Pass Liquefaction, LLC, a Delaware limited liability company, to maintain its separate existence as an entity.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with GAAP, consistently applied and (iii) audited by the Registered Public Accountants at the end of each calendar year.

SECTION 11.02 Reports.

With respect to each calendar year, the Board shall prepare, or cause to be prepared, and deliver, or cause to be delivered, to each Member such reports, forecasts, studies, budgets and other information as the Members may reasonably request from time to time.

SECTION 11.03 Bank Accounts.

Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Board. All withdrawals from any such depository shall be made only as authorized by the Board and shall be made only by check, wire transfer, debit memorandum or other written instruction.

ARTICLE XII
DISSOLUTION, WINDING-UP, TERMINATION AND CONVERSION

SECTION 12.01 Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each, a "***Dissolution Event***"):

(i) the unanimous consent of the Board; or

(ii) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

(b) No other event shall cause a dissolution of the Company.

(c) Upon the occurrence of any event that causes there to be no Members of the Company, to the fullest extent permitted by law, the personal representative of the last remaining Member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member in the Company.

(d) Notwithstanding any other provision of this Agreement, the Bankruptcy of a Member shall not cause such Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

SECTION 12.02 Winding-Up and Termination.

(a) On the occurrence of a Dissolution Event of the type described in Section 12.01, the Board shall select one or more Persons to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Board. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last Day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in winding up) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Company Property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of Article V;

(B) with respect to all Company Property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(C) Company Property (including cash) shall be distributed to the Members in accordance with their relative positive Capital Account balances after the allocations pursuant to Section 5.01 have been made.

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 12.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all of the Company's property and constitutes a compromise to which all Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

SECTION 12.03 Deficit Capital Accounts.

No Member will be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in the Member's Capital Account.

SECTION 12.04 Certificate of Cancellation.

Upon completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of the State of Delaware and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or by Applicable Law.

ARTICLE XIII
TRANSFER OF MEMBERSHIP INTEREST

SECTION 13.01 Transfers.

(a) The Member may sell, assign or otherwise transfer all or any portion of the Member's Membership Interest at any time to any Person except to the extent prohibited by the Investors' and Registration Rights Agreement. Any such transfer shall only be effective upon such transferee executing a joinder to this Agreement.

(b) Any successor to the Company (and any successor general partner of the Partnership) shall be required to assume the obligations of the Company set forth herein and agree to abide by the terms hereof, and to execute legally binding documentation confirming such agreement for the benefit of the Partnership and the Purchaser.

ARTICLE XIV
GENERAL PROVISIONS

SECTION 14.01 Offset.

Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

SECTION 14.02 Notices.

Except as expressly set forth to the contrary in this Agreement, all notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by hand delivery, telegram, telex, facsimile or electronic mail, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by telegram, telex, facsimile or electronic mail. Notice otherwise sent as provided herein shall be deemed given upon delivery of such notice:

To the Company:

Cheniere Energy Partners GP, LLC
700 Milam Street, Suite 800
Houston, Texas 77002
Attn: President
Telephone: (713) 375-5000
Fax: (713) 375-6000

To Cheniere LNG Holdings, LLC:

Cheniere LNG Holdings, LLC
700 Milam Street, Suite 800
Houston, Texas 77002
Attn: President
Telephone: (713) 375-5000
Fax: (713) 375-6000

To the Purchaser:

Blackstone CQP Holdco LP
345 Park Avenue, 44th Floor
New York, New York 10154
Attn: David Foley
Sean Klimczak
Telephone: (212) 583-5000
Fax: (646) 253-7517

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attn: David S. Allinson
Charles E. Carpenter
Telephone: (212) 906-1200
Fax: (212) 751-4864

Whenever any notice is required to be given by Applicable Law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

SECTION 14.03 Entire Agreement; Superseding Effect.

This Agreement constitutes the entire agreement of the Members, in such capacity, relative to the formation, operation and continuation of the Company and supersedes all prior contracts or agreements with respect to such subject matter, whether oral or written.

SECTION 14.04 Effect of Waiver or Consent.

Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

SECTION 14.05 Amendment or Restatement.

No amendment, alteration or modification of any provision of this Agreement shall be effective unless such amendment, alteration or modification is approved in writing by each Member and, during the Investor Approval Period, with respect to any amendment, alteration or modification that could reasonably be expected to adversely affect the Purchaser in any material respect, the Purchaser's prior written approval shall be required (which shall specifically include any changes to Article VI and Article IX). Furthermore, Cheniere Holdings and any other Members shall require that any new or amended limited liability company agreement, operating agreement or document of similar effect of the Company (including any successor thereto and any successor general partner of the Partnership) shall contain all of the rights granted to the Purchaser contemplated by this Agreement, including the existence of the Executive Committee (and the corresponding rights of the Executive Committee) and the size and composition of the Board.

SECTION 14.06 Binding Effect.

This Agreement is binding on and shall inure to the benefit of the Members, the Purchaser and their respective heirs, legal representatives, successors and permitted assigns.

SECTION 14.07 Governing Law; Severability.

THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, (a) the remainder of this Agreement and the application of that provision to other Person or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by Applicable Law, and (b) the Members and the Purchaser shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and that puts the Members and the Purchaser in substantially the same economic, business and legal position as they would have been in if the original provision had been valid and enforceable.

SECTION 14.08 Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, each Member and the Purchaser shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions applicable to such Person.

SECTION 14.09 Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

SECTION 14.10 Purchaser Assignment

During the Investor Approval Period, upon written notice to the Company, the Purchaser shall be permitted to assign any of its rights hereunder to any Person to whom the Purchaser has transferred any of its Class B Units or Registrable Securities (as defined in the Investors' and Registration Rights Agreement) in compliance with the Basic Documents and such transferor shall become "Purchaser" hereunder upon its execution of a written joinder hereto; *provided*, that such successor "Purchaser" must be an Affiliate controlled by Blackstone Management Partners L.L.C. or the Blackstone Group L.P.

SECTION 14.11 Good Faith

The parties shall act promptly and in good faith when exercising any approval rights contained herein, and no such approvals shall be unreasonably withheld, delayed or conditioned.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the sole Member and the Purchaser have executed this Agreement as of the date first set forth above.

MEMBER:

CHENIERE LNG HOLDINGS, LLC

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

PURCHASER:

BLACKSTONE CQP HOLDCO LP

By: Blackstone CQP Holdco GP LLC, its general partner
By: Blackstone Management Associates VI L.L.C., its sole member
By: BMA VI L.L.C., its sole member

By: /s/ David I. Foley
David I. Foley
Senior Managing Director

EXHIBIT A

MEMBER	MEMBERSHIP INTEREST	CAPITAL CONTRIBUTION
Cheniere LNG Holdings, LLC	100%	$1,000.00

Exhibit 10.1

700 Milam, Suite 800
Houston, Texas 77002

August 9, 2012

Blackstone CQP Holdco LP
345 Park Avenue, 44th Floor
New York, NY 10154
Attn: David Foley & Sean Klimczak

Re: Unit Purchase Agreement, dated as of May 14, 2012 (the "Agreement"), among Cheniere Energy Partners, L.P. (the "Partnership"), Cheniere Energy, Inc. ("CEI") and Blackstone CQP Holdco LP (the "Purchaser") (All capitalized terms used but not defined herein shall have the meanings therfor set forth in the Agreement.)

Dear David and Sean:

In connection with the above-referenced agreement, the Partnership hereby requests your waiver, consent or agreement, as applicable, with respect to the following:

- the Purchaser waives the Initial Funding condition precedents set forth in Section 2.03(b)(vii) of the Agreement with respect to closing the CTPL Transaction and the acquisition by CEI of Class B Units pursuant to the CEI Subscription Agreement
- the Purchaser waives the requirements in Sections 6.03 and 6.05 of the Agreement that CEI and CQP continue using commercially reasonable efforts to consummate the CTPL Transaction and the transactions contemplated by the CEI Subscription Agreement;
- the Purchaser agrees that clause (1) of Section 6.01(a) of the Agreement shall be applicable only during the Restricted Period;
- the Purchaser consents under Sections 6.01(b)(i) and 6.05 of the Agreement to amend and restate the CTPL Purchase Agreement as set forth on Annex A to this letter, and such amended and restated agreement shall not give the Purchaser a termination right under Section 6.01(b)(i) of the Agreement;
- the Purchaser agrees that the failure to consummate the CTPL Transaction at any time shall not constitute a CQP Material Adverse Effect;
- the Purchaser agrees not to seek any claim for indemnification under Article VII of the Agreement as a result of CEI and CQP not consummating the transactions contemplated by the CTPL Purchase Agreement or the CEI Subscription Agreement;
- Schedule 4.03 to the Agreement is hereby amended to add the following agreements thereto: (i) Master LNG Sale and Purchase Agreement, dated June 29, 2012, between Cheniere Marketing, LLC and Sabine Pass LNG, (ii) Amended and Restated Variable Capacity Rights Agreement, dated July 31, 2012, between Cheniere Marketing, LLC and

Cheniere Energy Investments, LLC and (iii) Transportation Precedent Agreement, dated August 6, 2012, between Sabine Pass Liquefaction, LLC and Creole Trail Pipeline, L.P.;

- Section 2.03(b)(xi)(12) of the Agreement is hereby amended to replace "Purchaser" with "Blackstone Management Partners L.L.C.";
- CQP waives the Initial Funding condition precedent set forth in Section 2.03(c)(iv)(3) and acknowledges that a cross-receipt duly executed by the Purchaser certifying that Purchaser has received the Purchased Units will only be delivered following receipt of the original certificates evidencing the Purchased Units; and
- CQP and the Purchaser waive the mutual Initial Funding condition precedent set forth in Section 2.03(a)(iv) that the initial "Independent Directors" to be appointed under the GP Amended LLC Agreement have been mutually agreed upon and named therein.

If the foregoing accurately reflects our agreement and understanding, please so indicate below by executing a counterpart of this letter and returning it to the undersigned

CHENIERE ENERGY PARTNERS, L.P.

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

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

CHENIERE ENERGY, INC.

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

ACKNOWLEDGED, WAIVED,
CONSENTED AND AGREED:

BLACKSTONE CQP HOLDCO LP

By: Blackstone CQP Holdco GP LLC, its general partner

By: Blackstone Manager Associates VI L.L.C., its sole member

By: BMA VI L.L.C., its sole member

By: /s/ David I. Foley
Name: David I. Foley
Title: Senior Managing Director

cc: David S. Allinson (Latham & Watkins LLP)
Charles E. Carpenter (Latham & Watkins LLP)

Exhibit 10.2

AMENDED AND RESTATED

PURCHASE AND SALE AGREEMENT

by and among

CHENIERE PIPELINE COMPANY and

GRAND CHENIERE PIPELINE, LLC,

as Seller Parties,

and

CHENIERE ENERGY PARTNERS, L.P.,

as Buyer,

and

CHENIERE ENERGY, INC.

Dated as of August 9, 2012

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MISCELLANEOUS

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

This AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of August 9, 2012, is entered into by and among (a) Cheniere Pipeline Company, a Delaware corporation ("**Cheniere GP Seller**"), and Grand Cheniere Pipeline, LLC, a Delaware limited liability company ("**Cheniere LP Seller**", and together with Cheniere GP Seller, the "**Seller Parties**"), on the one hand, (b) Cheniere Energy Partners, L.P., a Delaware limited partnership (the "**Partnership**" or the "**Buyer**"), on the other hand, and (c) solely for the purposes of Sections 5.5 and 5.6 and Article VII, Cheniere Energy, Inc., a Delaware corporation ("**CEI**"). The above-named entities are sometimes referred to in this Agreement each as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Cheniere GP Seller owns 100% of the member interests of Cheniere Pipeline GP Interests, LLC, a Delaware limited liability company ("**Cheniere CTP GP**") and sole general partner of Cheniere Creole Trail Pipeline, L.P., a Delaware limited partnership ("**CCTP**");

WHEREAS, Cheniere LP Seller owns all of the outstanding limited partner interests in CCTP;

WHEREAS, the Parties had entered into that certain Purchase and Sale Agreement, dated as of May 14, 2012, which they desire to amend and restate in accordance with the terms set forth herein;

WHEREAS, on the terms and conditions set forth herein, Cheniere GP Seller desires to sell, assign, transfer and convey to Buyer, and Buyer desires to accept and purchase, all of Cheniere GP Seller's right, title and interest in and to all of the membership interests of Cheniere CTP GP (the "**Cheniere GP Interest**"), free and clear of all Encumbrances, other than Permitted Encumbrances, in exchange for cash consideration in the amount of $1,000;

WHEREAS, on the terms and conditions set forth herein, Cheniere LP Seller desires to sell, assign, transfer and convey to Buyer, and Buyer desires to accept and purchase, all of Cheniere LP Seller's right, title and interest in and to all of the limited partner interests in CCTP (the "**CCTP LP Interests**", and together with the Cheniere GP Interest, the "**Assigned Interests**"), free and clear of all Encumbrances, other than the Permitted Encumbrances, in exchange for cash consideration in the amount of $479,999,000;

WHEREAS, Buyer has agreed to reimburse the Seller Parties for all expenditures incurred by CCTP in connection with the Specified Purpose (as defined herein) if the Closing occurs;

WHEREAS, immediately following the assignments of the Assigned Interests described above, the Partnership shall issue to Cheniere Class B Units Holdings, LLC, a Delaware limited liability company (the "**Purchaser**"), 12,000,000 Class B Units at a price of $15.00 per Class B Unit on the terms and conditions set forth in the CEI Subscription Agreement;

WHEREAS, the parties intend to treat the assignments of the Assigned Interests and the issuance of the Class B Units described above as two separate transactions for U.S. federal

income tax purposes: (a) first as a taxable sale by the Seller Parties to the Partnership of 100% of the CCTP assets for $480,000,000, and (b) second as a separate contribution by the Purchaser of $180,000,000 to the Partnership in exchange for 12,000,000 Class B Units pursuant to the CEI Subscription Agreement; and

WHEREAS, immediately following the assignments of the Assigned Interests and the consummation of the CEI Subscription Agreement described above, pursuant to a contribution agreement to be entered into, the Partnership will contribute its rights to the Assigned Interests to Cheniere Energy Investments, LLC, a Delaware limited liability company and wholly owned subsidiary of Buyer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I.
CONTRIBUTION OF ASSIGNED INTERESTS, CASH CONSIDERATION AND ASSUMPTION OF LIABILITIES

1.1 Contributions of Assigned Interests.

(a) At the Closing, (i) Cheniere GP Seller shall irrevocably sell, assign, transfer and convey to the Partnership all of Cheniere GP Seller's right, title and interest in and to the Cheniere GP Interest, free and clear of all Encumbrances, other than Encumbrances under the Charter Documents of the Subject Entities and (ii) the Partnership shall accept and purchase such Cheniere GP Interest for its own account in exchange for the GP Consideration. The certificate representing the Cheniere GP Interest shall be duly endorsed in blank or accompanied by a membership interest assignment separate from certificate, as applicable, duly executed in blank by Cheniere GP Seller, in a form reasonably acceptable to the Partnership, with all necessary transfer tax or other revenue stamps, acquired at Seller Parties' expense, affixed and canceled.

(b) At the Closing, (i) Cheniere LP Seller shall irrevocably sell, assign, transfer and convey to the Partnership all of Cheniere LP Seller's right, title and interest in and to the CCTP LP Interests, free and clear of all Encumbrances, other than Encumbrances under the Charter Documents of the Subject Entities and (ii) the Partnership shall accept and purchase such CCTP LP Interests for its own account in exchange for the LP Consideration. The certificate representing the CCTP LP Interests shall be duly endorsed in blank or accompanied by a membership interest assignment separate from certificate, as applicable, duly executed in blank by Cheniere LP Seller, in a form reasonably acceptable to the Partnership, with all necessary transfer tax or other revenue stamps, acquired at Seller Parties' expense, affixed and canceled. Cheniere GP Seller irrevocably waives its right of first refusal to purchase the CCTP LP Interests, pursuant to Section 8.3(a) of Cheniere LP Seller's Charter Document (including the right to notice of any such sale).

1.2 Consideration.

(a) Consideration. The aggregate consideration payable by the Buyer to Cheniere GP Seller in exchange for the assignment of the Cheniere GP Interests at Closing shall be $1,000 (the "**GP Consideration**") and to Cheniere LP Seller in exchange for the assignment of the CCTP LP Interests at Closing shall be $479,999,000 (the "**LP Consideration**" and, together with the GP Consideration, the "**Cash Consideration**").

(b) Expenditure Reimbursement. Subject to Section 1.2(d), at the Closing, Buyer shall pay to Cheniere LP Seller an amount equal to capital contributions made by Cheniere LP Seller to CCTP after the date hereof if (x) such amounts are used by CCTP for expenditures, including maintenance expenses, operating expenses, capital expenditures and taxes (but which shall in no event include any interest expense or other fees and costs related to Indebtedness), incurred by CCTP for (i) the Specified Purpose or (ii) matters other than for the Specified Purpose which are consented to by the CQP Board and (y) Cheniere LP Seller provides written notice of such amounts prior to the Closing (the "**Expenditure Reimbursement**").

(c) Payments. The Partnership shall pay to the Cheniere GP Seller the GP Consideration and to the Cheniere LP Seller the LP Consideration and the Expenditure Reimbursement at the Closing by wire transfer of immediately available funds to the accounts specified by each of the Cheniere GP Seller and Cheniere LP Seller, respectively, in writing prior to the Closing; provided, however, that the Parties may mutually agree to substitute equity of the Partnership in lieu of cash, in whole or in part, with respect to such payment. The Parties agree that the Cash Consideration is allocable to each of Cheniere GP Seller and Cheniere LP Seller in the manner set forth in Section 1.2(a), and the Seller Parties acknowledge that payment of the Cash Consideration in the manner set forth in Section 1.2(a) constitutes payment in full of the applicable portion of the Cash Consideration to which the Seller Parties are entitled. The Seller Parties agree that payment of the Cash Consideration shall be deemed made in full when the Parties receive confirmation from the financial institution holding the accounts into which payment of the Cash Consideration is made that the payment has been successfully received in such accounts in immediately available funds. Such confirmation shall be conclusive evidence of such receipt.

(d) Expenditure Reimbursement Dispute. The Seller Parties shall provide monthly updates to the Buyer regarding the expenditures incurred by CCTP, which updates shall be the same as presented to the CQP Board. In the event that a component of the Expenditure Reimbursement exceeds an amount set forth therefor in the budget attached to Schedule 1.2 for a particular year (viewed collectively with previous years to the extent the full amount for the particular budget item was not used in previous years) or a budget subsequently approved by the CQP Board and Buyer provides notice to the Seller Parties that Buyer disputes the necessity of such excess amount in connection with the Specified Purpose or a non-Specified Purpose approved by the CQP Board, the Parties shall work in good faith to resolve such disputed amount. If the Parties are unable to resolve such disputed amount by the Closing, the Expenditure Reimbursement paid by the Buyer at the Closing shall be the amount stated in the budget most recently approved prior to the occurrence of such expenditure (to the extent such amount was contributed by Cheniere LP Seller to the Buyer), and the Parties shall submit the necessity of such disputed amount for the Specified Purpose (or non-Specified Purpose, if such was approved by the CQP Board) to binding arbitration in accordance with the American Arbitration Association Rules for Alternative Dispute Resolution (ADR), with the Parties bearing their own costs with respect thereto, and the costs of the arbitrator shall be split evenly between Cheniere LP Seller, on the one hand, and Buyer, on the other hand. If the arbitrator determines at any time after the Closing that the disputed amount was necessary for the Specified Purpose (or the non-Specified Purpose, if applicable), the Buyer shall pay such amount within ten (10) days after such determination.

ARTICLE II.
CLOSING

2.1 Closing. The closing of the Transactions (the "**Closing**") shall be held at the offices of Andrews Kurth LLP, 600 Travis Street, 42nd Floor, Houston, Texas 77002 at 8:00 a.m. prevailing Central Time on the Business Day following the satisfaction or waiver of the conditions set forth in Article VI (other than those that by their terms are to be satisfied at the Closing), or such other location or date as the Parties may agree. The date on which the Closing takes place is referred to herein as the "**Closing Date**." If the Closing occurs, the Closing shall be deemed to be effective as of 12:01 a.m. prevailing Central Time on the Closing Date (the "**Effective Time**"). Notwithstanding anything in this Agreement to the contrary, title to the Assigned Interests shall pass at the Closing.

2.2 Deliveries by the Seller Parties. At the Closing, the Seller Parties shall deliver, or cause to be delivered, to the Buyer the following:

(a) The Seller Parties Closing Certificate, duly executed by an authorized representative of each of the Seller Parties.

(b) A Secretary's certificate duly executed by the Secretary of Cheniere GP Seller, (i) certifying as to all outstanding Capital Stock of the Subject Entities as of the Closing Date, and all outstanding securities exercisable for or exchangeable for or convertible into Capital Stock of the Subject Entities, (ii) attaching Charter Documents of the Subject Entities certified by Cheniere GP Seller to be true, accurate and complete immediately prior to the Closing, (iii) certifying as to the resolutions of the board of managers of Cheniere GP Seller approving the Transaction Documents to which it is a party and the consummation of the Transactions to which it is a party, and (iv) certifying as to the incumbency of each person executing the Transaction Documents to which Cheniere GP Seller is a party on behalf of Cheniere GP Seller.

(c) An Officer's certificate, duly executed by an authorized representative of Cheniere LP Seller, certifying as to (i) the incumbency of each person executing the Transaction Documents to which Cheniere GP Seller is a party on behalf of Cheniere LP Seller and (ii) the resolutions of the board of managers of Cheniere LP Seller approving the Transaction Documents to which it is a party and the consummation of the Transactions to which it is a party.

(d) An Officer's certificate, duly executed by an authorized representative of CEI, certifying as to the resolutions of the board of directors of CEI approving this Agreement and the consummation of the Transactions to which it is a party.

(e) A "good standing" certificate for each Seller Party and each Subject Entity, in each case certified by the Secretary of State of Delaware and dated as of a date no more than five (5) Business Days before the Closing Date.

(f) A counterpart of the assignment and assumption agreement in the form of Exhibit A (the "**GP Assignment**"), duly executed by an authorized representative of Cheniere GP Seller, pursuant to which Cheniere GP Seller assigns to Buyer, and Buyer assumes, the Cheniere GP Interest.

(g) A counterpart of the assignment and assumption agreement in the form of Exhibit B (the "**LP Assignment**"), duly executed by an authorized representative of Cheniere LP Seller, pursuant to which Cheniere LP Seller assigns to Buyer, and Buyer assumes, the CCTP LP Interests.

(h) Evidence satisfactory to Buyer in its reasonable discretion that the equity interests in CCCP and Frontera held by Cheniere CTP GP have been distributed to Cheniere GP Seller (collectively, the "**Subsidiary Distribution**").

(i) A duly executed affidavit prepared in accordance with Treasury Regulations Section 1.1445-2(b) certifying each Seller Party's non-foreign status, and any similar affidavit or other certificate under applicable state law.

(j) Duly executed copies of the Services Agreements in substantially the forms attached as Exhibit C and Exhibit D.

2.3 Deliveries by the Buyer. At the Closing, the Buyer shall deliver, or cause to be delivered, to the Seller Parties the following:

(a) The Cash Consideration and the Expenditure Reimbursement as provided in Section 1.2.

(b) The Buyer Closing Certificate, duly executed by an authorized representative of the General Partner on behalf of the Buyer.

(c) An Officer's certificate, duly executed by an authorized representative of the General Partner on behalf of the Buyer, certifying as to (i) the incumbency of each person executing the Transaction Documents to which the Buyer is a party on behalf of the General Partner, as the general partner of the Buyer and (ii) the resolutions of the board of directors of the General Partner approving the Transaction Documents to which the Buyer is a party and the consummation of the Transactions to which the Buyer is a party.

(d) A "good standing" certificate for the Buyer, certified by the Secretary of State of Delaware and dated as of a date no more than five Business Days before the Closing Date.

(e) A counterpart of the GP Assignment, duly executed by an authorized representative of the General Partner on behalf of the Buyer.

(f) A counterpart of the LP Assignment, duly executed by an authorized representative of the General Partner on behalf of the Buyer.

2.4 Receipts. Subject to the terms hereof, from and after the Effective Time, all monies, proceeds, receipts, credits and income attributable to the Assigned Interests and distributable or payable with respect thereto shall be the sole property and entitlement of the Buyer or assignees of the Assigned Interests, and, to the extent received by any Seller Party or one of its affiliates, shall be promptly accounted for and transmitted to the Buyer.

2.5 Ad Valorem Taxes. All personal property taxes or similar ad valorem obligations levied with respect to the assets of the Subject Entities for any taxable period that includes the day before the Initial Funding and ends after the Initial Funding, whether imposed or assessed before or after the Initial Funding, shall be prorated between the Seller Parties and the Buyer as of the Initial Funding. On or before three (3) Business Days prior to the Initial Funding, the Buyer and the Seller Parties shall in good faith determine the amount of any personal property taxes or similar ad valorem obligations levied with respect to the assets of the Subject Entities for any taxable period through and including the Effective Time. If any other taxes subject to proration are paid by the Buyer, the proportionate amount of such taxes paid shall be paid promptly by the Seller Parties to the Buyer after the payment of such taxes. If any taxes subject to proration are paid by the Seller Parties and the Buyer receives a refund of any portion of such taxes previously paid, such refund net of any taxes payable with respect to the receipt of any interest included in such refund shall be paid by the Buyer to the Seller Parties promptly following the receipt of any such refund.

2.6 Allocation of Costs.

(a) The Seller Parties shall pay the cost of any applicable sales Tax, use Tax, transfer or gains Taxes, documentary stamp Tax or any similar Taxes, attributable to or arising out of the assignment of the Assigned Interests to the Partnership pursuant to the Transaction Documents.

(b) Except as set forth in Section 2.6(a), each Party shall bear its own costs and expenses in the drafting and negotiation of the Transaction Documents and the consummation of the Transactions.

2.7 Transaction Notice. At any time one (1) month after the date of Substantial Completion (as defined in the 2011 EPC Contract (as defined in the Partnership Agreement)) of Train 1 (as defined in the Partnership Agreement), CEI shall have the right to deliver a notice (the "**Transaction Notice**") to Buyer requesting that Buyer purchase the Assigned Interests pursuant to the terms of this Agreement within six (6) months after the date of the Transaction Notice (the "**Purchase Expiration Date**"). Within thirty (30) days after the date of the Transaction Notice (the "**Response Deadline**"), Buyer shall provide notice to CEI (the "**Purchase Confirmation Notice**") regarding whether Buyer is or is not undertaking efforts, or intending to undertake efforts, to satisfy the conditions precedent set forth in Section 6.2 in order to purchase the Assigned Interests by the Purchase Expiration Date. If Buyer (a) does not deliver a Purchase Confirmation Notice by the Response Deadline, (b) delivers a Purchase Confirmation Notice by the Response Deadline stating that it is not undertaking efforts and does not intend to undertake efforts to satisfy the conditions precedent set forth in Section 6.2 by the Purchase Expiration Date or (c) delivers a Purchase Confirmation Notice by the Response Deadline stating that it is undertaking or intends to undertake efforts to satisfy the conditions precedent set forth in Section 6.2 by the Purchase Expiration Date and the Closing has not occurred by the Purchase

Expiration Date, then the Seller Parties shall, pursuant to Section 8.1(a)(v), have the right to terminate this Agreement at any time after the Response Deadline, the receipt of the Purchase Confirmation Notice or the Purchase Expiration Date, respectively. Nothing contained herein shall restrict the Buyer's ability to cause the Parties to consummate the Transactions and effect the Closing at any earlier date prior to the termination of this Agreement.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES

(i) Each Seller Party hereby represents and warrants, severally and not jointly, as to itself, (ii) each Seller Party hereby represents and warrants, jointly and severally, as to CCTP, and (iii) Cheniere GP Seller hereby represents and warrants, as to Cheniere CTP GP, as of the date hereof and as of the Closing Date as follows (except that all representations and warranties contained herein are subject to the specific exceptions set forth on the disclosure schedules attached hereto, as supplemented by the Seller Parties not less than three (3) Business Days prior to the anticipated Closing Date, which supplements shall be permitted to contain only those matters that arose from the activities of the Seller Parties and the Subject Entities permitted in accordance with Section 5.1 and any matters otherwise consented to by Buyer):

3.1 Organization. Each Subject Entity (i) is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction in which it so organized or formed, (ii) has full limited partnership or limited liability company power and authority, as applicable, to carry on its business as it is currently being conducted and (iii) is duly qualified to conduct business as a foreign limited partnership or limited liability company, as applicable, and is in good standing in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on such Subject Entity. Each Subject Entity has all limited liability company or limited partnership power and authority, as applicable, necessary to own or lease its Real Property currently owned or leased, in each case, in all material respects.

3.2 Authorization; Enforceability. Each Seller Party (i) is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction in which it is so organized or formed and (ii) has full corporate or limited liability company power and authority, as applicable, to execute and deliver the Transaction Documents to which it is a party and to consummate the Transactions to which it is a party. The execution and delivery by each Seller Party of the Transaction Documents to which it is a party and the consummation by such Seller Party of the Transactions to which it is a party have been, or at the time they are executed and delivered, will be, duly and validly authorized by all necessary corporate or limited liability company action, as applicable, of such Seller Party. This Agreement has been duly executed and delivered, and the other Transaction Documents will be duly executed and delivered at or prior to Closing, by such Seller Party party thereto and, assuming the due authorization, execution and delivery by the Buyer of those Transaction Documents to which the Buyer is a party, constitutes, or in the case of the Transaction Documents delivered at the Closing, will as of Closing constitute, a valid and legally binding obligation of such Seller Party, enforceable against such Seller Party in accordance with the terms hereof or thereof, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting creditors' rights and remedies generally and (ii) equitable principles which may limit the availability of certain equitable remedies in certain instances.

3.3 No Conflicts or Violations; No Consents or Approvals Required.

(a) (i) None of the Seller Parties or Subject Entities is, nor will the execution, delivery and performance by each Seller Party of the Transaction Documents, and the consummation of the Transactions, as of the Closing Date, cause any of the Seller Parties or Subject Entities to be, (A) in violation of or in conflict with, (with or without notice, lapse of time or both) any provision of its Charter Documents, (B) in violation of any Order applicable to it or (C) except as set forth on Schedule 3.3, in violation of any applicable Law or material Contract binding upon it, except in the case of clauses (B) and (C), where such violations or conflicts would not reasonably be expected to result in a Material Adverse Effect with respect to any Subject Entity or the Assigned Interests and (ii) the execution, delivery and performance by each Seller Party of the Transaction Documents, and the consummation of the Transactions, will not as of the Closing Date, (X) give rise to the creation of any Encumbrance upon any of the assets of the Subject Entities or the Assigned Interests, or (Y) except as permitted by Section 5.1, give rise to any right of termination, amendment, cancellation or acceleration of any obligations contained in, or the loss of any benefit under (with or without notice, lapse of time or both), any Contract to which the Subject Entities are a party, by which any Subject Entity's assets are bound or to which the Assigned Interests are subject, except in the case of clause (Y), where such rights would not reasonably be expected to result in a Material Adverse Effect with respect to any Subject Entity or the Assigned Interests.

(b) Except as set forth on Schedule 3.3, no Consent of any Governmental Entity or any other Person is required to be obtained by any Seller Party or Subject Entity in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Transactions.

3.4 Capitalization. Cheniere LP Seller directly owns 100.0% of the limited partner interest in CCTP, Cheniere GP Seller directly owns 100.0% of the member interest in Cheniere CTP GP, and Cheniere CTP GP directly owns 100% of the general partner interest in CCTP (collectively, the "**Outstanding Interests**"), all of which Outstanding Interests are duly and validly issued, fully paid and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act or Sections 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act). Except for the Outstanding Interests, no other Capital Stock of the Subject Entities is authorized, issued, outstanding or reserved for issuance, and neither Subject Entity has issued or is obligated to issue any warrant, option, call, put or security which is convertible into, exercisable or exchangeable for any Capital Stock of such Subject Entity. No Subject Entity is a party to any Contract obligating it to issue, sell, purchase or redeem any of the Capital Stock of such Subject Entity. No Subject Entity is a party to any notes or other Indebtedness the holders of which have the right to vote (or which are convertible into, exchangeable for or evidence the right to subscribe for or acquire securities having the right to vote) with the partners or members of such Subject Entity on any matter. There are no voting trusts, irrevocable proxies or other Contracts to which any Subject Entity or the Assigned Interests are bound with respect to voting any Capital Stock

of any Subject Entity. There are no Contracts restricting or preventing the payment of distributions by the Subject Entities other than as set forth in their Charter Documents. All securities issued by the Subject Entities have been issued in transactions exempt from registration under the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder and applicable state securities laws. CCTP does not own any Capital Stock of any Person, and Cheniere CTP GP does not own any Capital Stock of any Person (other than its interest in CCTP) except for its interest in CCCP and Frontera, which will be distributed to Cheniere GP Seller prior to the Closing in accordance with Cheniere CTP GP's organizational documents and Delaware law. Immediately following the Closing, all power and control over the Subject Entities will be vested in the Subject Entities or the Buyer.

3.5 Absence of Litigation. There is no Action pending or, to the Knowledge of the Seller Parties, threatened against any Seller Party or any of its affiliates relating to the Transactions, the Subject Entities or the Assigned Interests or which, if adversely determined, could reasonably be expected to materially impair the ability of the Seller Parties to perform their obligations and agreements under the Transaction Documents and to consummate the Transactions.

3.6 Material Contracts. All of the Material Contracts are, unless otherwise terminated or expired in accordance with their respective terms (other than as a result of a breach or default thereunder), valid, binding and in full force and effect and are enforceable against the Subject Entities party thereto and to the Knowledge of the Seller Parties, the other parties thereto, in accordance with their respective terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any proceeding seeking enforcement may be brought. Except as set forth on Schedule 3.6, the Material Contracts constitute all of the Contracts necessary in connection with the maintenance, operation and servicing of the Pipeline as currently constructed. The Subject Entities have performed all material obligations required to be performed by them under the Material Contracts, and no Subject Entity is (with or without notice or lapse of time, or both) in breach or default in any respect thereunder and, to the Knowledge of the Seller Parties, no other party to any Material Contract is (with or without notice or lapse of time, or both) in breach or default in any respect thereunder, except for such noncompliance, breaches and defaults that would not reasonably be expected to result in any material liabilities to the Subject Entities taken as a whole. No Subject Entity has received written notice (or to the Knowledge of the Seller Parties, any other notice) of any default of a Subject Entity under any Material Agreement in the 12 month period prior to the date hereof. To the Knowledge of the Seller Parties, no circumstances exist and no event has occurred that (with or without notice or lapse of time, or both) would contravene, conflict with, or result in a violation or breach of, or give any Subject Entity or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Material Contract other than as permitted by Section 5.1.

3.7 Title and Condition of Assets.

(a) Title to CCTP Capital Stock and Assigned Interests. Cheniere GP Seller and Cheniere LP Seller are the sole direct or indirect legal and beneficial owners of all of the Outstanding Interests of the Subject Entities as described in Section 3.4, free and clear of all

Encumbrances, other than Permitted Encumbrances. Except for the right of refusal that has been irrevocably waived by Cheniere GP Seller in the last sentence of Section 1.1(b), no Person has any right of first refusal, option or other right to purchase or acquire all or any portion of the Assigned Interests or the Capital Stock of the Subject Entities. On the Closing Date the Partnership will own the Outstanding Interests free and clear of any Encumbrances, other than Permitted Encumbrances.

(b) Title to Assets. Each Subject Entity has good and indefeasible title to, or a valid leasehold or easement interest in, all of the tangible assets, properties and interests in properties, whether real, personal or mixed, used or necessary in connection with such Subject Entity's business, as currently conducted, including the operation of the Pipeline, free and clear of all Encumbrances, other than Permitted Encumbrances, whether in fee simple or as party to valid and binding leases, easements, rights of way and other real property rights agreements.

(c) Permits. All material Permits, utility installations and connections (i) necessary to conduct the business of the Subject Entities as currently conducted or (ii) required for the maintenance, operation and servicing of the Pipeline as currently constructed and the Real Property have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefor due and payable prior to the date hereof have been fully paid.

3.8 Proceedings. There are no (i) Actions pending or, to the Knowledge of the Seller Parties, threatened against or affecting any Subject Entity or any of their properties, assets or businesses, (ii) judgments, court orders or court-approved settlements issued with respect to the Subject Entities or their respective properties, assets or businesses and (iii) judgments, court orders or court-approved settlements that continue to have a binding effect on the Subject Entities or their respective properties, assets or businesses, which in the case of clauses (i), (ii) and (iii) (a) relate to or involve more than $1,000,000 (in excess of available insurance coverage), (b) seek any material injunctive relief, or (c) would reasonably be expected to result in a material liability, individually or in the aggregate, to the Subject Entities, taken as a whole.

3.9 Compliance with Laws; Environmental Matters.

(a) Compliance with Laws. The Seller Parties, the Subject Entities are and at all times have been in compliance with all Laws, including those relating to occupational health and safety and the Natural Gas Act (together with any applicable regulations, orders and tariffs thereunder), and all Orders applicable to any Subject Entity or any assets owned or used by any of them, except for any instances of noncompliance that, individually or in the aggregate, would not reasonably be expected to result in material liability to the Subject Entities taken as a whole.

(b) FCPA. No Subject Entity, nor, to the Knowledge of the Seller Parties, any representative of any Subject Entity, has directly or indirectly, (i) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns or violated any provisions of any applicable antibribery Laws, including the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "**FCPA**") or the UK Bribery Act of 2010, as amended, and the rules and regulations thereunder (collectively, the "**UK Act**"), or (ii) taken any action that would constitute a violation of any applicable antibribery Laws, including the FCPA or UK Act, including making

use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or UK Act. The Subject Entities and Cheniere LNG O&M Services, LLC have conducted their businesses in compliance with the FCPA and the UK Act; and CEI maintains policies and procedures applicable to the Subject Entities that are reasonably designed to ensure, and that are reasonably expected to continue to ensure, continued compliance therewith by the Subject Entities.

(c) Environmental Matters. The Subject Entities (i) are in compliance with, and have not violated, any Environmental Laws, and, to the Knowledge of the Seller Parties, there is no condition or circumstance that would reasonably be expected to prevent or interfere with such compliance in the future, (ii) have received all environmental Permits required of them under applicable Environmental Laws to conduct their respective businesses as they are currently being conducted, (iii) are in compliance with all, and have not violated any, terms and conditions of any such environmental Permits and, to the Knowledge of the Seller Parties, there is no condition or circumstance that would reasonably be expected to prevent or interfere with such compliance in the future, (iv) do not have any liability, and are not conducting or funding any investigation, remediation, remedial action or cleanup, in connection with the disposal of Hazardous Material or with the release or threatened release into the environment of any Hazardous Material, and Hazardous Materials are not present at or about any Real Property currently or formerly owned, leased or operated by any of the Subject Entities during the time of their ownership, lease or operation in condition that would reasonably be expected to result in liability to any Subject Entity relating to any Environmental Law, and (v) have not assumed, retained or provided indemnity against any liability of any other Person relating to any Environmental Law, except in the cases of the foregoing clauses (i) through (v) where such failure to comply with Environmental Laws, such failure to receive required environmental Permits, such failure to comply with the terms and conditions of such environmental Permits, such liability in connection with disposal, releases, or presence of such Hazardous Materials, or such assumption, retention or indemnity would not reasonably be expected to result in a Material Adverse Effect.

3.10 Employees. Except as set forth on Schedule 3.10, none of the Subject Entities (a) employs (or, in the past five years, has employed) any employees, (b) as of the date of this Agreement, otherwise engages any independent contractors or other service providers or (c) sponsors, maintains or contributes to (or has any obligation to sponsor, maintain or contribute to), or has or could reasonably expect to have any present or future liability, whether absolute or contingent, with respect to, any Plan.

3.11 Taxes. Each Subject Entity has timely filed with the appropriate taxing authorities all material Tax Returns required to be filed. All such Tax Returns are complete and correct in all material respects. All Taxes owed by each Subject Entity (whether or not shown on any Tax Return) have been timely paid, other than those that are being contested in good faith by appropriate action and for which adequate reserves have been established in accordance with GAAP. No deficiencies for Taxes of any Subject Entity have been claimed, proposed or assessed by any taxing authority. There are no ongoing material audits or examinations of any of the Tax Returns relating to or attributable to any Subject Entity. As of the date of this

Agreement, CCTP is treated as a partnership for U.S. federal income tax purposes. On the Closing Date, CCTP will be a disregarded entity of Cheniere GP Seller for U.S. federal income tax purposes. All monies required to be withheld by CCTP (including from employees of the business of CCTP for income Taxes and social security and other payroll Taxes) have been collected or withheld, and either paid to the respective taxing authorities, set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of CCTP. There are no Tax liens upon any property of CCTP except for liens for current Taxes not yet due and payable. None of the CCTP assets is properly treated as owned by persons other than CCTP for income Tax purposes, and none of the CCTP assets is "tax-exempt use property" within the meaning of Section 168(h) of the Internal Revenue Code of 1986, as amended.

3.12 Hedging Transactions. All outstanding hedging transactions entered into by any Subject Entity are in material compliance with the Subject Entities' hedging policies and have been entered into in the ordinary course of business consistent with past practice.

3.13 Prepayments and Imbalances. No Subject Entity is obligated, by virtue of a production payment or prepayment arrangement under any Contract for the sale of hydrocarbons, gas balancing agreement or any other arrangement, to deliver hydrocarbons transported by it at any time after the Effective Time without then or thereafter receiving full payment therefor. Except as set forth on Schedule 3.13, there are no imbalances with respect to the assets, properties and interests in properties of any Subject Entity.

3.14 Undisclosed Liabilities.

(a) Schedule 3.14 sets forth correct and complete copies of the consolidated balance sheets and statements of income and cash flows of the Subject Entities as of and for the fiscal year ended December 31, 2011 and the consolidated balance sheet and statement of income and cash flows of the Subject Entities as of and for the three months ended March 31, 2012 (collectively, the "**Financial Statements**"). The Financial Statements (i) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated and (ii) fairly present in all material respects the consolidated financial condition and results of operations of the Subject Entities at the dates therein.

(b) The Subject Entities have no Indebtedness or other liabilities of any kind, character or nature whatsoever, contingent or otherwise (including any obligation to pay any dividends or distributions), except for (i) liabilities reflected in the balance sheet of CCTP as of December 31, 2011 attached hereto as Schedule 3.14 (the "**Balance Sheet**"), (ii) liabilities incurred by CCTP that are not material to CCTP, (iii) liabilities incurred by CCTP in the course of pursuing the Specified Purpose, (iv) $1,000,000 of other liabilities incurred by CCTP. Since the date of the Balance Sheet, there has not been (x) any material loss or interference with either Subject Entity's business from fire, explosion, flood or other calamity to the extent that insurance proceeds are not received with respect thereto or from any labor dispute or action, investigation or decree by a Governmental Entity sustained by any of the Subject Entities or (y) any material change in either Subject Entity's accounting principles, practices or methods other than those required by GAAP.

3.15 Brokers and Finders. No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of any of the Seller Parties or the Subject Entities who is entitled to receive from the Buyer any fee or commission in connection with the Transactions.

3.16 Insurance. The Seller Parties have provided to the Buyer a complete and correct list of all insurance policies applicable to the Subject Entities as of the date hereof, including insurance of directors and officers of the Subject Entities (collectively, the "**Insurance Policies**"). Each Subject Entity is insured by insurers of recognized financial responsibility (with an A.M. Best rating of at least A-VII) against such losses and risks and in such amounts as are prudent and customary in connection with its respective business, and all such insurance is in full force and effect. There is no existing default (or any condition that would cause a default with due notice or lapse of time or both) under the Insurance Policies, and the execution and delivery and performance of this Agreement does not and will not require a consent under, constitute a violation of, breach under or default (or an event that, with or without notice or lapse of time or both, would constitute such default) under any Insurance Policy. Since January 1, 2009, there has not been any notice of cancellation or nonrenewal with respect to, or disallowance of any claim or reservation of rights under, any Insurance Policies applicable to the Subject Entities. No Person has received written notice (or to the Knowledge of the Seller Parties, any other notice) from any insurer or agent of such insurer that substantial capital improvements or other substantial expenditures will have to be made in order to continue the Insurance Policies. All premiums due under the Insurance Policies that have been invoiced to the Subject Entities have been paid by the applicable due date.

3.17 Intellectual Property. Except as set forth on Schedule 3.17, each of the Subject Entities owns or possesses (and following the consummation of the transactions contemplated by the Unit Purchase Agreement will continue to own or possess) the right to use all patents, inventions, copyrights, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "**Intellectual Property**") necessary in connection with its business, including the operation of the Pipeline. None of the Subject Entities has received any written notice or is otherwise aware of any infringement of or conflict with rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of the Subject Entities. To the Knowledge of the Seller Parties, no Person is infringing, misappropriating, diluting or otherwise violating any rights in any Intellectual Property of the Subject Entities.

3.18 Regulatory Status; Pipeline.

(a) CCTP is engaged in the transportation of natural gas in interstate commerce and is a natural gas company under the Natural Gas Act of 1938, 15 U.S.C. §717 et. seq. (the "**Natural Gas Act**").

(b) The Pipeline has at all times been maintained in accordance with good industry practices and is in good and workmanlike condition (subject to normal wear and tear), and, other than the segments of the Pipeline that are currently under construction, is suitable for the use by CCTP in accordance with its FERC tariffs and good industry practices, in each case, without materially violating any Law or contractual, legal, title, property or other right of any Person.

3.19 Subject Entity Arrangements. Except for the Services Agreement and the Precedent Agreement and except through its ownership of equity in the Subject Entities, neither CEI nor any of its affiliates (other than the Subject Entities or the Buyer and its subsidiaries), officers or directors (i) own or have any rights or interest in any of the Real Property, assets and rights used (or to be used in the future) to conduct the business of the Subject Entities, (ii) have any Contracts with any of the Subject Entities or (iii) provide any services to any of the Subject Entities.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller Parties on the date hereof and the Closing Date as follows:

4.1 Organization. The Buyer (i) is duly organized or formed, validly existing and in good standing under the Laws of the State of Delaware, (ii) has full limited partnership power and authority to carry on its business as it is currently being conducted and (iii) is duly qualified to conduct business as a foreign limited partnership and is in good standing in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Buyer.

4.2 Authorization. The Buyer (i) is duly formed, validly existing and in good standing under the Laws of the State of Delaware and (ii) has full limited partnership power and authority to execute and deliver the Transaction Documents to which it is a party and to consummate the Transactions to which it is a party. The execution and delivery by the Buyer of the Transaction Documents to which the Buyer is a party and the consummation by the Buyer of the Transactions to which the Buyer is a party have been, or at the time they are executed and delivered, will be, duly and validly authorized by all necessary limited partnership action of the Buyer. This Agreement has been duly executed and delivered, and the other Transaction Documents to which the Buyer is a party will be duly executed and delivered at or prior to Closing, by the Buyer and, assuming the due authorization, execution and delivery by the other Parties hereto, constitutes, or in the case of the agreements delivered at the Closing, will as of Closing constitute, a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with the terms hereof and thereof, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting creditors' rights and remedies generally and (ii) equitable principles which may limit the availability of certain equitable remedies in certain instances.

4.3 No Conflicts or Violations; No Consents or Approvals Required. The execution, delivery and performance by the Buyer of the Transaction Documents to which the Buyer is a party, and the consummation of the Transactions to which the Buyer is a party, will not as of the Closing Date (a) violate, conflict with, or result in any breach of, with or without

notice, lapse of time or both, any provision of the Buyer's Charter Documents, (b) give rise to the creation of any Encumbrance upon any of the assets of the Buyer, any right of termination, amendment, cancellation or acceleration of any obligations contained in, or the loss of any benefit under, with or without notice, lapse of time or both, any Contract to which the Buyer is a party or by which its assets are bound, (c) violate any Order applicable to the Buyer, (d) subject to the accuracy of the representations and warranties in Article III (disregarding the references to materiality and Material Adverse Effect therein), violate in any material respect any applicable Law or (e) violate in any material respect any material Contract binding upon the Buyer, except in the case of each of the foregoing clauses (b) through (e) where such violations or breaches would not be reasonably be expected to result in a Material Adverse Effect with respect to the Buyer. No Consent of any Governmental Entity or any other Person is required to be obtained by the Buyer in connection with the execution, delivery and performance of the Transaction Documents to which the Buyer is a party or the consummation of the Transactions to which the Buyer is a party.

4.4 Absence of Litigation. There is no Action pending or, to the Knowledge of the Buyer, threatened against the Buyer or any of its affiliates relating to the Transactions or which, if adversely determined, would reasonably be expected to materially impair the ability of the Buyer to perform its obligations and agreements under the Transaction Documents to which the Buyer is a party and to consummate the Transactions to which the Buyer is a party.

4.5 Brokers and Finders. No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of the Buyer who is entitled to receive from the Buyer any fee or commission in connection with the Transactions, other than the payment of a financial advisor fee to Evercore Partners Inc. in the amount set forth on Schedule 4.5, which has been retained to advise the conflicts committee of the board of directors of the General Partner pursuant to an engagement letter provided to the Seller Parties.

4.6 Waivers and Disclaimers. The Buyer is knowledgeable of the business of owning and operating natural gas and natural gas liquids facilities. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES AND OTHER COVENANTS AND AGREEMENTS MADE BY THE SELLER PARTIES IN THE TRANSACTION DOCUMENTS, THE BUYER HEREBY ACKNOWLEDGES AND AGREES THAT NO SELLER PARTY HAS MADE OR MAKES, AND EACH SUCH SELLER PARTY SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR GUARANTY OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT, REGARDING (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT ENTITIES' ASSETS, PROPERTIES OR INTERESTS, INCLUDING THE ENVIRONMENTAL CONDITION OF SUCH SUBJECT ENTITIES' ASSETS, PROPERTIES AND INTERESTS GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS MATERIALS ON OR THEREUNDER, (II) THE INCOME TO BE DERIVED THEREFROM, (III) THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED THEREON, (IV) THE COMPLIANCE THEREOF OR THEREBY, OR THEIR OPERATION WITH, ANY LAWS (INCLUDING ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND

USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE THEREOF. EXCEPT TO THE EXTENT PROVIDED IN THE TRANSACTION DOCUMENTS, NO SELLER PARTY IS LIABLE TO THE BUYER HEREIN OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE SUBJECT ENTITIES' ASSETS, PROPERTIES OR INTERESTS FURNISHED BY ANY AGENT, EMPLOYEE OR THIRD PARTY. EXCEPT TO THE EXTENT PROVIDED IN THE TRANSACTION DOCUMENTS, THE BUYER HEREBY ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ASSETS, PROPERTIES AND INTERESTS OF THE SUBJECT ENTITIES ARE IN "AS IS," "WHERE IS" CONDITION WITH ALL FAULTS.

ARTICLE V.
COVENANTS AND AGREEMENTS

5.1 Conduct of the Operations. Except as specifically provided in this Agreement, from May 14, 2012 until the earlier of the Closing or the termination of this Agreement in accordance with Section 8.1, each Seller Party shall, and shall cause each Subject Entity to:

(a) operate and maintain the Pipeline as a reasonably prudent operator of a pipeline would operate and maintain the Pipeline;

(b) prior to February 28, 2013, conduct the operations of the Subject Entities solely for the Specified Purpose and activities reasonably related to supporting the Specified Purpose;

(c) prior to February 28, 2013, use commercially reasonable efforts to conduct operations of the Subject Entities within the budget set forth on Schedule 1.2 or such other budget approved by the CQP Board;

(d) use commercially reasonable efforts to preserve, maintain and protect its respective material assets (including Material Contracts and real property leases), rights and properties in good operating condition suitable in all material respects for their intended purpose;

(e) prior to February 28, 2013, not enter into, amend or terminate any Contract unless such Contract (x) relates to the Specified Purpose or activities reasonably related to supporting the Specified Purpose and (y) does not provide for any payments in connection with the Transactions;

(f) cause the Subject Entities to maintain the Insurance Policies as presently in effect or insurance policies substantially similar thereto furnished by nonaffiliated third parties in the amounts and types as a reasonably prudent operator of a pipeline would maintain;

(g) not to transfer (including through a joint venture), sell, lease, license, pledge, mortgage, dispose of, hypothecate, distribute, Encumber (other than Permitted Encumbrances) or otherwise dispose of any assets, properties (whether real, personal, tangible, or intangible) or rights of the Subject Entities, except for the transfer, sale or disposal of obsolete or immaterial assets or properties;

(h) not amend or restate the Charter Documents of the Subject Entities;

(i) not issue any Capital Stock or options, warrants or other rights convertible into or exchangeable for Capital Stock thereof;

(j) not sell, assign, transfer, Encumber (other than Permitted Encumbrances) or otherwise dispose of all or any portion of the Assigned Interests or any Capital Stock of the Subject Entities or grant any option to purchase or right of first refusal in connection therewith to any Person;

(k) maintain all Permits and Consents required for the Subject Entity's business;

(l) take no action that would cause CCTP to be treated as a corporation for U.S. federal income tax purposes;

(m) not acquire or purchase equity interests or all or a material portion of the assets of any Person;

(n) not incur or guarantee any Indebtedness or amend or modify in any material respect the terms of or refinance any Indebtedness, except in any case Indebtedness with wholly-owned Subsidiaries of CEI that will be repaid or extinguished prior to the Closing Date (and which provides in its terms that remedies cannot be exercised against the Subject Entities prior to the termination of this Agreement);

(o) not merge or consolidate with any Person or adopt a plan of complete or partial liquidation or authorize or undertake a dissolution, consolidation, restructuring, bankruptcy, recapitalization or other reorganization;

(p) prior to February 28, 2013, not waive, release or settle any pending or threatened litigation or other proceeding before a Governmental Entity unless (x) such waiver, release or settlement, as applicable, only provides for cash payments (and no other material concessions by the Subject Entities) and (y) either (a) the total liability to the Subject Entities thereunder is less than $300,000 in any individual case and $3,000,000 in the aggregate or (b) Cheniere LP Seller contributes the capital to pay the settlement and does not include such amount in the Expenditure Reimbursement;

(q) not employ any employees;

(r) prior to February 28, 2013, not engage any independent contractors or other service providers except independent contractors and service providers related to the Specified Purpose and activities reasonably in support of the Specified Purpose;

(s) not enter into or commence negotiation of any collective bargaining agreement or similar contract or agreement, or enter into, sponsor, maintain or contribute to any Plan;

(t) not enter into any Contract with CEI or its affiliates (other than the Services Agreements and the Precedent Agreement), except for such agreements that (x) are cancelled by the Buyer prior to the Closing Date, (y) do not provide for any fees or expenses paid in connection with cancellation and (z) are otherwise on arms-length terms;

(u) prior to the occurrence of one of the events described in the penultimate sentence of Section 2.7 (if at such time the Seller Parties are permitted to terminate the Agreement pursuant Section 8.1(a)(v)), not take any actions that would prevent, interfere with or materially delay the Transactions; and

(v) not authorize, commit or agree to do any of the foregoing.

Notwithstanding the foregoing, prior to the Closing Date, Cheniere CTP GP shall be permitted to distribute, sell, transfer, assign or otherwise dispose of its Capital Stock in CCCP and Frontera to Cheniere GP Seller.

5.2 Access. From the date of this Agreement until the Closing Date, each Seller Party shall (and shall cause CCTP and Cheniere CTP GP to), upon reasonable advance notice by the Partnership, (i) provide the Buyer and its representatives reasonable access, during normal business hours, to the Subject Entities' assets, properties and interests and (ii) as promptly as possible furnish to the Partnership such documents, records and information concerning the Assigned Interests, the Subject Entities' Capital Stock and the assets, properties and interests of the Subject Entities as the Partnership from time to time may reasonably request.

5.3 Additional Agreements. Subject to the terms and conditions of this Agreement, from and after the date that Buyer delivers a Purchase Confirmation Notice stating that Buyer is undertaking efforts, or intends to undertake efforts, to satisfy the conditions precedent set forth in Section 6.2 in order to purchase the Assigned Interests by the Purchase Expiration Date (and during any six-month period after Buyer provides written notice to the Seller Parties that Buyer desires to attempt in good faith to secure financing to effect the Closing), each of the Parties shall (i) use its commercially reasonable efforts to do or cause to be done all actions necessary or advisable under applicable Laws to consummate and make effective the Transactions, including the fulfillment of the conditions set forth in Article VI, to the extent that the fulfillment of such conditions is within the control of such Party (including reasonably cooperating and collaborating with respect to the arrangement and consummation of any equity or debt financing of the Transactions contemplated herein (including preparing marketing materials and arranging for assignment of Contracts and assets in connection with such financing)) and (ii) obtain as promptly as practicable all Consents of all Governmental Entities that the Parties reasonably determine may be or may become necessary or proper under the Transaction Documents or applicable Law to be obtained to consummate the Transactions.

5.4 Further Assurances. From and after the Closing Date, and without any further consideration, the Parties agree to execute, acknowledge and deliver such additional agreements, instruments, notices, certificates and other documents, and take such actions, as may be necessary or appropriate to more fully and effectively vest in the applicable Parties and their respective successors and assigns legal, beneficial and record title to the property, rights and interests contributed, assigned or otherwise granted herein and more fully and effectively carry out the purposes and intent of this Agreement. It is the express intent of the Parties that the Partnership own all right, title and interest in and to the Assigned Interests as of the Closing Date. The Seller Entities shall authorize the persons providing services to the Subject Entities to consult with the Buyer about the business of the Subject Entities, including the progress of any modifications to the Pipeline.

5.5 Purchase of Units by Purchaser. Contemporaneously with or immediately after the Closing, the Partnership shall, and CEI shall cause the Purchaser to, consummate the transactions contemplated by the CEI Subscription Agreement.

5.6 Tax Status of CCTP. The Seller Parties shall take all necessary actions required for CCTP to be a disregarded entity of Cheniere GP Seller on the Closing Date for U.S. federal income tax purposes.

5.7 IP Licenses. The Seller Parties shall, at the Seller Parties' sole cost and expense, use commercially reasonable efforts to (a) cause all of the IP Licenses to be assigned to CCTP prior to the Closing, and (b) to the extent any such IP Licenses do not currently permit the licensee's contactors to use the Intellectual Property licensed thereunder on behalf of the licensee, to amend such IP Licenses such that CCTP shall have the right to allow its contractors to use the Intellectual Property licensed thereunder on behalf of CCTP in connection with the provision of services by such contractors to CCTP, at no further cost to CCTP.

5.8 Pipeline Modifications. On or prior to the date that SPL is required to fund the amounts contemplated by Section 3 of the Transportation Precedent Agreement for Firm Transportation Services, dated as of August 6, 2012 (as amended, restated or otherwise modified from time to time, the "**Precedent Agreement**") between CCTP and SPL, Cheniere LP Seller shall make one or more capital contributions to CCTP in respect of the CCTP LP Interests in an amount equal to the capital expenditures that are required to make the modifications to the Pipeline as described in the April 30, 2012 application filed with the Federal Energy Regulatory Commission by CCTP in Docket No. CP12-351-000 pursuant to Section 7(c) of the Natural Gas Act (NGA) for a certificate of public convenience and necessity. The capital contribution(s) pursuant to the preceding sentence shall be deemed to satisfy the obligations of SPL pursuant to the Precedent Agreement. Prior to the Closing Date, Cheniere GP Seller shall undertake commercially reasonable efforts to cause Cheniere CCTP GP, as the general partner of CCTP, to construct modifications to the Pipeline, as contemplated by the aforementioned application, in accordance with a construction schedule and consistent with the budget attached as Schedule 1.2 or such other budget approved by the CQP Board, and in any event, that will reasonably allow CCTP to satisfy its obligations to SPL under the Precedent Agreement by the date set forth in the Precedent Agreement.

5.9 Precedent Agreement Amendment. As soon as reasonably practicable after the date hereof, Cheniere GP Seller shall cause Cheniere CTP GP, as the general partner of CCTP, and the Buyer shall cause SPL to present the potential amendments to the Precedent Agreement set forth on Schedule 5.9 to the Approval Parties, and use their commercially reasonable efforts to obtain the approval of such amendments by the Approval Parties. Upon the approval of any of the foregoing amendments by the Approval Parties, Cheniere GP Seller shall cause Cheniere CTP GP, as the general partner of CCTP, and the Buyer shall cause SPL to promptly amend the Precedent Agreement to contain those terms approved by the Approval Parties.

5.10 Non-Specified Purpose. Any expenditures that a Subject Entity proposes to incur which are not for the Specified Purpose or reasonably related to supporting the Specified Purpose shall be presented to the CQP Board for approval prior to being incurred. To the extent a Subject Entity conducts any activity, takes any action or enters into any Contract that is not for the Specified Purpose, or reasonably related to supporting the Specified Purpose, prior to Closing, that is not approved by the CQP Board prior to Closing pursuant to the preceding sentence, then on or prior to the Closing Date, Cheniere LP Seller shall make one or more capital contributions to CCTP in respect of the CCTP LP Interests in an aggregate amount equal to all costs and expenses incurred by the Subject Entities prior to the Closing, and will be incurred by the Subject Entities and the Partnership Group (as such term is used and defined in the Partnership Agreement) following the Closing, related to such activities, actions and Contract not approved by the CQP Board prior to Closing.

ARTICLE VI.
CONDITIONS TO CLOSING

6.1 Conditions to Each Party's Obligation to Close. The obligations of the Buyer to consummate the Transactions contemplated by the Transaction Documents shall be subject to the satisfaction, at or prior to the Closing, of each of the conditions listed in this Section 6.1 and each of the conditions listed in Section 6.2 (collectively, the "**Buyer Conditions Precedent**"), and the obligations of the Seller Parties to consummate the Transactions shall be subject to the satisfaction, at or prior to the Closing, of each of the conditions listed in this Section 6.1 and each of the conditions listed in Section 6.3 (collectively, the "**Seller Conditions Precedent**"). The General Partner of the Buyer, on behalf of the Buyer, and CEI, on behalf of the Seller Parties, shall have the right to waive in writing any or all of such Parties' conditions precedent to Closing; *provided, however*, that no waiver by the Buyer or the Seller Parties of any particular condition precedent to Closing shall constitute a waiver by such Parties of any other condition precedent to Closing. Subject to the foregoing, the following are conditions precedent to all Parties' obligations to effect the Closing:

(a) No Restraint. No temporary restraining Order, preliminary or permanent injunction or other Order issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Transactions shall be in effect.

(b) Legality of Transactions. No Action shall have been taken, and no Law shall have been enacted by any Governmental Entity, that makes the consummation of the Transactions illegal.

6.2 Conditions to the Buyer's Obligation to Close. The obligation of the Buyer to consummate the Transactions shall be subject to the satisfaction (or waiver by the General Partner of the Buyer), at or prior to the Closing, of each of the following Buyer Conditions Precedent:

(a) Representations and Warranties. The representations and warranties of the Seller Parties set forth in this Agreement shall be true and correct (without giving effect to any materiality standard or Material Adverse Effect qualification) as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent

representations and warranties speak as of a specified date, which representations and warranties shall speak only as of such date), except to the extent that the failure of such representations and warranties to be true and correct would not, in the aggregate, result in a Material Adverse Effect with respect to the Assigned Interests or the Subject Entities taken as a whole; *provided*, *however*, that the Fundamental Representations shall be true and correct in all respects, and the Buyer shall have received a certificate to such effect signed on behalf of the Seller Parties by duly authorized representatives of the Seller Parties.

(b) Performance of Obligations. The Seller Parties shall have performed in all material respects (provided that any covenant or agreement of the Seller Parties contained herein that is qualified by a materiality standard shall not be further qualified hereby) all obligations required to be performed by the Seller Parties under this Agreement prior to the Closing Date, and the Buyer shall have received a certificate to such effect executed by a duly authorized representatives of the Seller Parties (such certificate, together with the certificate described in clause (a) above, the "**Seller Parties Closing Certificate**").

(c) No Material Adverse Effect. Since January 1, 2012, no event or occurrence shall have taken place which has had, or is reasonably likely to have, a Material Adverse Effect on the Assigned Interests or the Subject Entities taken as a whole.

(d) CEI Subscription Agreement. All of the closing conditions contained in the CEI Subscription Agreement have been satisfied (or waived in accordance with the terms thereof) or will be satisfied concurrently with the Closing.

(e) Closing Deliveries. The Buyer shall have received all of the closing deliverables set forth in Section 2.2.

(f) Funding. The Buyer shall have provided written notice to the Seller Parties that the Buyer has received sufficient funds and/or available financing, in a form satisfactory to the CQP Board, to consummate the Transactions.

(g) Amendments to Organizational Documents. The organizational documents of Cheniere CTP GP and CCTP shall have been amended contemporaneously with the Closing to modify the form of certificates evidencing the equity ownership interests therein.

(h) Contribution. Cheniere LP Seller shall have contributed to CCTP all amounts contemplated to be contributed prior to the Closing pursuant to Section 5.10.

6.3 Conditions to the Seller Parties' Obligation to Close. The obligation of the Seller Parties to consummate the Transactions shall be subject to the satisfaction (or waiver by CEI on behalf of the Seller Parties), at or prior to the Closing, of each of the following Seller Conditions Precedent:

(a) Representations and Warranties. The representations and warranties of the Buyer set forth in this Agreement shall be true and correct (without giving effect to any materiality standard or Material Adverse Effect qualification) as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent representations and warranties speak as of a specified date, which representations and warranties shall speak

only as of such date), except to the extent that the failure of such representations and warranties to be true and correct would not, in the aggregate, result in a Material Adverse Effect with respect to the Buyer, *provided*, *however*, that the Fundamental Representations shall be true and correct in all respects, and the Seller Parties shall have received a certificate to such effect signed on behalf of the Buyer by a duly authorized representative of the General Partner of the Buyer.

(b) Performance of Obligations. The Buyer shall have performed in all material respects (provided that any covenant or agreement of the Buyer contained herein that is qualified by a materiality standard shall not be further qualified hereby) all obligations required to be performed by the Buyer under this Agreement prior to the Closing Date, and the Seller Parties shall have received a certificate to such effect executed by a duly authorized representative of the General Partner of the Buyer on behalf of the Buyer (such certificate, together with the certificate described in clause (a) above, the "**Buyer Closing Certificate**").

(c) CEI Subscription Agreement. All of the closing conditions contained in the CEI Subscription Agreement have been satisfied (or waived in accordance with the terms thereof) or will be satisfied concurrently with the Closing.

(d) Closing Deliveries. The Seller Parties shall have received all of the closing deliverables set forth in Section 2.3.

ARTICLE VII.
INDEMNIFICATION

7.1 Indemnification by the Seller Parties and CEI.

(a) From and after the Closing, each Seller Party and CEI shall be liable for, and shall indemnify the Buyer and its affiliates (including the Subject Entities) (the **Buyer Indemnitees**") against and hold it harmless from, any loss, liability, claim, damage, Taxes, cost or expense, including reasonable legal fees and expenses (collectively, "**Losses**"), suffered or incurred by such Buyer Indemnitee to the extent arising out of, involving or otherwise in respect of:

(i) the failure of any representation or warranty of such Seller Party contained in a Transaction Document or certificate delivered pursuant hereto to be true and correct in all respects as of the date hereof and as of the Closing Date;

(ii) any breach of any covenant of such Seller Party contained herein, except for Section 5.7; and

(iii) (A) the failure of CCTP to validly hold any IP Licenses as of the Closing Date, (B) any determination after the Closing Date that an assignment to CCTP of such IP Licenses on or prior to the Closing Date is held to be invalid or (C) the failure of any IP Licenses, as assigned, to permit the contractors of CCTP to use the Intellectual Property licensed thereunder to provide services to CCTP.

(b) The Seller Parties and CEI (i) shall not be required to indemnify any Buyer Indemnitee pursuant to Section 7.1(a)(i), and shall not have any liability unless the aggregate of all Losses for which the Seller Parties and CEI would be liable pursuant to Section 7.1(a)(i)

exceeds on a cumulative basis an amount equal to $5,000,000, and then only to the extent of any such excess, and (ii) shall not be required to indemnify any Buyer Indemnitee pursuant to Section 7.1(a)(i) and shall not have any liability in excess of the $160,000,000 in the aggregate for all Losses for which the Seller Parties and CEI would be liable hereunder pursuant to Section 7.1(a)(i); *provided, however*, that the limitations set forth in this Section 7.1(b) shall not apply to any claim for indemnification arising out of a breach or alleged breach of any Fundamental Representation, any intentional or willful breach by any Seller Party or any claims of, or causes of action arising out of, fraud.

(c) The obligations of the Seller Parties under Section 7.1(a) shall be (i) as set forth in the first paragraph of Article III with respect to breaches of Article III and (ii) otherwise joint and several. The obligations of CEI under Section 7.1(a) shall be joint and several with the applicable Seller Party.

(d) The aggregate liability for CEI and the Seller Parties for indemnification pursuant to Sections 7.1(a) and 7.5 shall not exceed $480,000,000.

(e) For purposes of determining the amount of any Loss with respect to any breach or inaccuracy of a representation or warranty pursuant to Section 7.1(a)(i), no effect shall be given to the terms "material", "Material Adverse Effect" or other qualifications of similar import contained therein.

7.2 Indemnification by the Buyer.

(a) From and after the Closing, the Buyer shall be liable for, and shall indemnify each Seller Party and its affiliates (excluding the Subject Entities) (the "**Seller Indemnitees**") against and hold it harmless from, any Losses suffered or incurred by such Seller Indemnitee to the extent arising out of, involving or otherwise in respect of:

(i) the failure of any representation or warranty of the Buyer contained in a Transaction Document or certificate delivered pursuant hereto to be true and correct in all respects as of the date hereof and as of the Closing Date; and

(ii) any breach of any covenant of the Buyer contained herein or in any agreement contemplated hereby.

(b) The Buyer (i) shall not be required to indemnify any Seller Indemnitee pursuant to Section 7.2(a)(i), and shall not have any liability unless the aggregate of all Losses for which the Buyer would be liable pursuant to Section 7.2(a)(i) exceeds on a cumulative basis an amount equal to $5,000,000, and then only to the extent of any such excess, and (ii) shall not be required to indemnify any Seller Indemnitee pursuant to Section 7.2(a)(i), and shall not have any liability in excess of $160,000,000 in the aggregate for all Losses for which the Buyer would be liable hereunder pursuant to Section 7.2(a)(i); *provided, however*, that the limitations set forth in this Section 7.2(b) shall not apply to any claim for indemnification arising out of any breach by the Buyer of any Fundamental Representation, any intentional or willful breach by the Buyer or any claims of, or causes of action arising out of, fraud.

(c) The aggregate liability for the Buyer for indemnification pursuant to Sections 7.2(a) and 7.5 shall not exceed $480,000,000.

(d) For purposes of determining the amount of any Loss with respect to any breach or inaccuracy of a representation or warranty pursuant to Section 7.2(a)(i), no effect shall be given to the terms "material", "Material Adverse Effect" or other qualifications of similar import contained therein.

7.3 Survival of Representations, Warranties, Covenants and Agreements; Termination of Indemnification. The representations, warranties, covenants and agreements contained herein and in any certificate delivered pursuant hereto shall survive the Closing as follows: (i) the Fundamental Representations shall terminate sixty (60) days following the expiration of the applicable statute of limitations; (ii) the representations and warranties contained in Section 3.10 shall survive for three (3) years following the Closing; (iii) all other representations and warranties (other than the Fundamental Representations and the representations contained in Section 3.10) shall survive for one year following the Closing; (iv) the covenants to be performed at or before the Closing shall survive for one year following the Closing for the purposes of an indemnification claim pursuant to this Article VII; and (v) all other covenants shall survive until they have been performed in accordance with their terms. The obligations to indemnify and hold harmless any party under this Article VII shall terminate when the applicable representation, warranty or covenant terminates in accordance with this Section 7.3; *provided, however*, that the obligations to indemnify and hold harmless the Buyer Indemnitees under Section 7.1(a)(iii) shall terminate one year after the Closing Date; *provided, further*, that such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the Indemnified Party shall have, before the expiration of the applicable period, made a claim by delivering a written notice of such claim in accordance with Section 7.4 to the Indemnifying Party.

7.4 Procedures.

(a) Third Party Claims. In order for a Person (**the "Indemnified Party"**) to be entitled to any indemnification provided for under this Article VII in respect of, arising out of or involving a claim made by any Person not a party hereto against the Indemnified Party (**a "Third Party Claim"**), such Indemnified Party must notify the indemnifying party (**the "Indemnifying Party"**) in writing of such Third Party Claim (setting forth in reasonable detail the facts giving rise to such Third Party Claim (to the extent known by the Indemnified Party) and the amount or estimated amount (to the extent reasonably estimable) of Losses arising out of, involving or otherwise in respect of such Third Party Claim) promptly following receipt by such Indemnified Party of written notice of such Third Party Claim; *provided, however*, that, subject to Section 7.3, failure to give such notification promptly shall not affect the indemnification provided hereunder except to the extent that the Indemnifying Party shall have been actually prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly following the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim.

(b) Assumption. If a Third Party Claim is made against an Indemnified Party, the Indemnifying Party shall (unless the Indemnifying Party is also a party to such Third Party Claim and the Indemnified Party determines in good faith that joint representation would be inappropriate) be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the Indemnifying Party (provided that such counsel is not reasonably objected to by the Indemnified Party), at its own expense by giving written notice to the Indemnified Party within fifteen Business Days of receiving notice of the Third Party Claim. If the Indemnifying Party assumes the defense of a Third Party Claim in accordance with this Section 7.4(b), the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof. If the Indemnifying Party assumes the defense of a Third Party Claim in accordance with this Section 7.4(b), the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel (provided such counsel is not reasonably objected to by the Indemnifying Party), at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense thereof (other than during any period in which the Indemnified Party shall have failed to give notice of the Third Party Claim as provided above). If the Indemnifying Party chooses to defend or prosecute a Third Party Claim, all of the Indemnified Parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available at such times and places as may be reasonably necessary to defend against such Third Party Claim for the purpose of providing additional information, explanation or testimony in connection with such Third Party Claim. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnifying Party shall defend such Third Party Claim vigorously and diligently to final conclusion or settlement of such Third Party Claim; *provided* that the Indemnifying Party shall not settle such Third Party Claim without the consent of the Indemnified Party.

(c) Other Claims. In the event any Indemnified Party has a claim against any Indemnifying Party under this Article VII that does not involve a Third Party Claim, the Indemnified Party shall deliver written notice of such claim to the Indemnifying Party (setting forth in reasonable detail the facts giving rise to such claim (to the extent known by the Indemnified Party) and the amount or estimated amount (to the extent reasonably estimable) of Losses arising out of, involving or otherwise in respect of such claim) promptly after becoming aware of such claim; *provided, however*, that, subject to Section 7.3, failure to give such notification promptly shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure (except that the Indemnifying Party shall not be liable for any expenses incurred during the period in which the Indemnified Party failed to give such notice). If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following its receipt of such notice that the Indemnifying Party disputes its liability to the Indemnified Party under this Article VII, such claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall pay the amount of such liability to the Indemnified Party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

7.5 Taxes.

(a) Liability for Taxes. The Seller Parties shall be liable for and pay, and pursuant to this Article VII shall indemnify the Buyer Indemnitees against, all Taxes (including any amounts owed by a Buyer Indemnitee relating to Taxes pursuant to a contract or otherwise) applicable to the business and the assets of CCTP, in each case attributable to taxable years or periods ending on or prior to the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date. Buyer shall be liable for and pay, and pursuant to this Article VII (but without duplication of any amount specified in Section 2.5 or any indemnity under Section 7.1) shall indemnify each Seller Indemnitee from and against, all Taxes applicable to the business and the assets of CCTP that are attributable to taxable years or periods beginning after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date; provided, however, that Buyer shall not be liable for or pay, and shall not indemnify any Seller Indemnitee from and against, any Taxes for which the Seller Parties are liable under this Agreement, including pursuant to the preceding sentence. For purposes of this Section 7.5(a), any Straddle Period shall be treated on a "closing of the books" basis as two partial periods, one ending at the close of the Closing Date and the other beginning on the day after the Closing Date, except that Taxes (such as property Taxes) imposed on a periodic basis shall be allocated on a daily basis.

(b) Assistance and Cooperation. After the Closing Date, each of the Seller Parties and Buyer shall (and cause their respective affiliates to): (i) assist the other party in preparing any Tax Returns which such other party is responsible for preparing and filing; (ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns of or relating to the business or the assets of CCTP; (iii) make available to the other and to any taxing authority as reasonably requested all information, records, and documents relating to Taxes of or relating to the business or the assets of CCTP; (iv) provide timely notice to the other in writing of any pending or threatened Tax audits or assessments relating to Taxes of or relating to the business or the assets of CCTP for taxable periods for which the other may have a liability under Section 7.5(a); and (v) furnish the other with copies of all correspondence received from any taxing authority in connection with any Tax audit or information request with respect to any such taxable period.

(c) Survival. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties set forth in this Section 7.5 shall be unconditional and absolute and shall terminate sixty (60) days following the applicable statute of limitations.

7.6 Limitation of Liability. IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE HEREUNDER FOR EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, REGARDLESS OF SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR DEFECT IN PREMISES, EQUIPMENT OR MATERIAL, AND REGARDLESS OF WHETHER PRE-EXISTING THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, EXCEPT TO THE EXTENT PAYABLE TO A PERSON THAT IS NOT A PARTY TO THIS AGREEMENT (OR AN AFFILIATE THEREOF) IN CONNECTION WITH A THIRD PARTY CLAIM.

7.7 Exclusive Remedy. No party shall have liability under this Agreement following the Closing Date except (a) as is provided in this Article VII, (b) for claims or causes of action arising from fraud or (c) for specific performance as provided in Section 10.3.

ARTICLE VIII.
TERMINATION

8.1 Termination.

(a) Right to Terminate. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

(i) by mutual written consent of the Seller Parties and the Partnership;

(ii) by written notice by either of the Seller Parties or the Partnership if the Closing has not occurred by the Mandatory Conversion Date (as defined in the Partnership Agreement) (the "**Outside Date**"); *provided, however*, that the foregoing right to terminate this Agreement shall not be available to any Party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

(iii) by either the Seller Parties or the Partnership if a Governmental Entity shall have issued an Order or taken any other action, in each case permanently restraining, enjoining, or otherwise prohibiting the Transactions;

(iv) by either the Seller Parties or the Buyer in the event of a material breach by the Buyer or any Seller Party, respectively, of any representation, warranty, covenant or other agreement contained in this Agreement which (A) would give rise to the failure of a Seller Condition Precedent or a Buyer Condition Precedent, respectively, and (B) cannot be or has not been cured within the earlier of (x) 30 days following receipt by the breaching Party of written notice of such breach and (y) the Business Day immediately preceding the Outside Date; or

(v) by the Seller Parties in accordance with Section 2.7;*provided, however*, that the foregoing right to terminate this Agreement shall not be available to the Seller Parties if Closing thereunder has not occurred by the Purchase Expiration Date because the conditions set forth in Sections 6.1 and 6.2(a) through 6.2(h) (other than 6.2(f)) have not been satisfied by such date.

(b) Effect of Investigation. The right of any Party to terminate this Agreement pursuant to this Section 8.1 shall remain operative and in full force and effect regardless of the actual or constructive knowledge of such Party regarding the subject matter giving rise to such right of termination.

8.2 Effect of Termination. Upon termination of this Agreement pursuant to Section 8.1, the undertakings of the Parties set forth in this Agreement shall forthwith be of no further force and effect; *provided*, *however*, that no such termination shall relieve any Party of any liability for willful material breach of any term or provision hereof. In no event shall the termination of this Agreement terminate Section 5.9 hereof.

ARTICLE IX.
INTERPRETATION; DEFINED TERMS

9.1 Interpretation. It is expressly agreed that this Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of the Party that drafted this Agreement or any particular provision hereof or who supplied the form of this Agreement. Each Party agrees that this Agreement has been purposefully drawn and correctly reflects its understanding of the Transactions. In construing this Agreement:

(a) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;

(b) the word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions;

(c) a defined term has its defined meaning throughout this Agreement, regardless whether it appears before or after the place where it is defined;

(d) the headings and titles herein are for convenience only and shall have no significance in the interpretation hereof;

(e) any reference to a statute, regulation or Law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder;

(f) currency amounts referenced herein, unless otherwise specified, are in U.S. Dollars;

(g) unless the context otherwise requires, all references to time shall mean time in Houston, Texas;

(h) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified; and

(i) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

9.2 References, Gender, Number. All references in this Agreement to an "Article," "Section" or "subsection" shall be to an Article, Section or subsection of this Agreement, unless the context requires otherwise. Unless the context clearly requires otherwise, the words "this Agreement," "hereof," "hereunder," "herein," "hereby," or words of similar import shall refer to this Agreement as a whole and not to a particular Article, Section, subsection, clause or other subdivision hereof. Cross references in this Agreement to a subsection or a clause within a Section may be made by reference to the number or other subdivision reference of such subsection or clause preceded by the word "Section." Whenever the context requires, the words used herein shall include the masculine, feminine and neuter gender, and the singular and the plural.

9.3 Defined Terms. Unless the context expressly requires otherwise, the respective terms defined in this Section 9.3 shall, when used in this Agreement, have the respective meanings herein specified.

"**Action**" means any claim, action, suit, investigation, inquiry, proceeding, condemnation or audit by or before any court or other Governmental Entity or any arbitration proceeding.

"**affiliate**" means, with respect to a specified Person, any other Person controlling, controlled by or under common control with that first Person. As used in this definition, the term "**control**" includes (i) with respect to any Person having voting securities or the equivalent and elected directors, managers or persons performing similar functions, the ownership of or power to vote, directly or indirectly, voting securities or the equivalent representing 50% or more of the power to vote in the election of directors, managers or persons performing similar functions, (ii) ownership of 50% or more of the equity or equivalent interest in any Person and (iii) the ability to direct the business and affairs of any Person by acting as a general partner, manager or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, the Seller Parties, on the one hand, and the Buyer, on the other hand, shall not be considered affiliates of each other.

"**Agreement**" shall have the meaning set forth in the Preamble.

"**Approval Parties**" shall mean each of: (i) BG Gulf Coast LNG, LLC, (ii) Gas Natural Aprovisionamientos SDG S.A., and (iii) the Required Secured Parties (as such term is defined in the Intercreditor Agreement).

"**Assigned Interests**" shall have the meaning set forth in the Recitals.

"**Balance Sheet**" shall have the meaning set forth in Section 3.14(b).

"**Business Day**" means any day on which banks are open for business in the State of Texas, other than Saturday or Sunday.

"**Buyer**" shall have the meaning set forth in the Preamble.

"**Buyer Closing Certificate**" shall have the meaning set forth in Section 6.3(b).

"**Buyer Conditions Precedent**" shall have the meaning set forth in Section 6.1.

"**Buyer Indemnitees**" shall have the meaning set forth in Section 7.1(a).

"**Capital Stock**" of a Person means all equity securities authorized for issuance by the Charter Documents of such Person, including membership interests, partnership interests or other equity interests of such Person.

"**Cash Consideration**" shall have the meaning set forth in Section 1.2(a).

"**CCCP**" means Cheniere Corpus Christi Pipeline, L.P., a Delaware limited partnership.

"**CCTP**" shall have the meaning set forth in the Recitals.

"**CCTP LP Interests**" shall have the meaning set forth in the Recitals.

"**CEI**" shall have the meaning set forth in the Preamble.

"**CEI Subscription Agreement**" means that certain Class B Unit Purchase Agreement, dated May 14, 2012, by and between the Purchaser (as successor-in-interest to Cheniere LNG Terminals, Inc.) and the Partnership, pursuant to which the Purchaser agrees to purchase from the Partnership 12,000,000 Class B Units at a price of $15.00 per Class B Unit, as amended, restated or otherwise modified from time to time.

"**Charter Documents**" means, for any Person, the organizational governing documents of such Person, including any memorandum of association, articles of association, articles of incorporation, articles of organization, articles of formation, certificate of formation, certificate of incorporation, certificate of organization, bylaws, limited liability company agreement, limited partnership agreement or other governing documents of any nature, all as amended or supplemented as in effect on the Closing Date.

"**Cheniere CTP GP**" shall have the meaning set forth in the Recitals.

"**Cheniere GP Interest**" shall have the meaning set forth in the Recitals.

"**Cheniere GP Seller**" shall have the meaning set forth in the Preamble.

"**Cheniere LP Seller**" shall have the meaning set forth in the Preamble.

"**Class B Units**" has the meaning assigned to such term in the Partnership Agreement.

"**Closing**" shall have the meaning set forth in Section 2.1.

"**Closing Date**" shall have the meaning set forth in Section 2.1.

"**Consents**" means all authorizations, consents, Orders or approvals of, or registrations, declarations or filings with, or expiration of waiting periods imposed by, any Governmental Entity, and any consents or approvals of any other third party, in each case that are required by applicable Law or by Contract in order to consummate the Transactions.

"**Contract**" means any written or oral contract, agreement, indenture, instrument, note, bond, loan, lease, mortgage, franchise, license agreement, purchase order, binding bid or offer, binding term sheet or letter of intent or memorandum, commitment, letter of credit or any other legally binding arrangement, including any amendments or modifications thereof and waivers relating thereto.

"**CQP Board**" means the board of managers of the general partner of the Partnership.

"**Effective Time**" shall have the meaning set forth in Section 2.1.

"**Encumbrance**," "**Encumbrances**" or "**Encumber**" means and includes security interests or agreements, mortgages, liens, pledges, charges, assignments, including collateral assignments, easements, purchase options, reservations, rights of way, servitudes, rights of first refusal, community property interests, equitable interests, claims, indentures, deeds of trust, encroachments, licenses or leases to third parties, restrictions of any kind and all other encumbrances, whether or not relating to the extension of credit or the borrowing of money.

"**Environmental Laws**" means any and all Laws, Orders and Permits issued, promulgated or entered into by or with any Governmental Entity, relating to the environment, preservation or reclamation of natural resources, or to the protection of human health as it relates to the environment or to the management, Release or threatened Release of Hazardous Materials.

"**Expenditure Reimbursement**" shall have the meaning set forth in Section 1.2(b).

"**FCPA**" shall have the meaning set forth in Section 3.9(b).

"**Financial Statements**" shall have the meaning set forth in Section 3.14(a).

"**Frontera**" means Frontera Pipeline, LLC, a Delaware limited liability company.

"**Fundamental Representations**" means (a) as used in Section 7.1(b), the representations and warranties of the Seller Parties set forth in Sections 3.1, 3.2, 3.3(a)(i)(A), 3.4, 3.11, 3.15 and 3.19(ii) and (b) as used in Section 7.2(b), the representations and warranties of the Buyer set forth in Sections 4.1, 4.2, 4.3(a) and 4.5.

"**GAAP**" means generally accepted accounting principles in the United States, consistently applied by the applicable Person, as in effect on the date of determination.

"**General Partner**" means Cheniere Energy Partners GP, LLC, a Delaware limited liability company and the general partner of the Partnership.

"**Governmental Entity**" means any Federal, state, local, regional, commonwealth, state, local, foreign or other governmental agency, authority, administrative agency, regulatory body, commission, instrumentality, court or arbitral tribunal having governmental or quasi-governmental powers.

"**GP Assignment**" shall have the meaning set forth in Section 2.2(f).

"**GP Consideration**" shall have the meaning set forth in Section 1.2(a).

"**Hazardous Materials**" means (i) any and all radioactive materials or wastes, petroleum (including crude oil or any fraction thereof) or petroleum distillates, asbestos or asbestos containing materials and urea formaldehyde foam and (ii) any other wastes, materials, chemicals or substances regulated pursuant to any Environmental Law.

"**Indebtedness**" means, with respect to any Person, without duplication, (a) the principal of and accrued interest, premium (if any) or penalties on and premiums or penalties that would arise as a result of prepayment of (i) any indebtedness for borrowed money, (ii) any obligations

evidenced by bonds, debentures, notes or other similar instruments and (iii) any obligations, contingent or otherwise, under banker's acceptance credit, letters of credit or similar facilities; (b) any obligations to pay the deferred purchase price of property, assets or services, except trade accounts payable and other current liabilities arising in the ordinary course; and (c) any guaranty of the foregoing.

"**Indemnified Party**" shall have the meaning set forth in Section 7.4(a).

"**Indemnifying Party**" shall have the meaning set forth in Section 7.4(a).

"**Initial Funding**" shall have the meaning set forth in the Unit Purchase Agreement.

"**Insurance Policies**" shall have the meaning set forth in Section 3.16.

"**Intellectual Property**" shall have the meaning set forth in Section 3.17.

"**Intercreditor Agreement**" means that certain Intercreditor Agreement, dated as of July 31, 2012, by and among the Secured Bank Debt Holder Group Representatives, each other Secured Debt Holder Group Representative party thereto, the Secured Hedge Representatives, the Secured Gas Hedge Representatives (each as defined in the Intercreditor Agreement), Société Générale, as the Common Security Trustee and HSBC Bank USA, National Association, as the Intercreditor Agent.

"**IP Licenses**" means all licenses and other agreements pursuant to which the Seller Parties or any of their affiliates (including the Subject Entities) are granted the right to use any Intellectual Property of a third-party, to the extent such Intellectual Property is used by the Seller Parties or any of their affiliates in support of the business of the Subject Entities as conducted as of the Closing Date, including for the avoidance of doubt, in connection with the maintenance, operation, and servicing of the Pipeline, and including those licenses set forth in Schedule 7.1.

"**Knowledge of the Buyer**" and any variations thereof or words to the same effect shall mean the knowledge of the persons set forth on Schedule 9.3(a) after reasonable inquiry.

"**Knowledge of the Seller Parties**" and any variations thereof or words to the same effect shall mean the knowledge of the persons set forth on Schedule 9.3(b) after reasonable inquiry.

"**Laws**" means all statutes, laws, rules, regulations, Orders, ordinances, writs, injunctions, judgments and decrees of all Governmental Entities.

"**Losses**" shall have the meaning set forth in Section 7.1(a).

"**LP Consideration**" shall have the meaning set forth in Section 1.2(a).

"**Material Adverse Effect**" means any change, event, fact, development, circumstance, matter or condition that, individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on (i) the assets, condition (financial or otherwise), results of operations or affairs, business, properties or liabilities of such Person(s), or (ii) the

ability of such Person(s) to consummate the Transactions on a timely basis; *provided*, *however*, that a Material Adverse Effect shall not include any change, event, fact, development, circumstance, matter or condition in the LNG or natural gas industries generally (including any change in the prices of natural gas or other hydrocarbon products, industry margins or any regulatory changes or changes in Law) or in United States or global economic conditions or financial markets in general, except to the extent that the Subject Entities, taken as a whole, are adversely affected in a disproportionate manner as compared to other industry participants. Any determination as to whether any change, event, fact, development, circumstance, matter or condition has a Material Adverse Effect shall be made only after taking into account all effective insurance coverages and effective third-party indemnifications with respect to such change, event, fact, development, circumstance, matter or condition.

"**Material Contracts**" means the Contracts set forth on Schedule 3.6.

"**Natural Gas Act**" shall have the meaning set forth in Section 3.18(a).

"**Order**" means any order, writ, injunction, decree, compliance or consent order or decree, settlement agreement, schedule and similar binding legal agreement issued by or entered into with a Governmental Entity.

"**ordinary course of business**" means the conduct of business by the applicable Person in accordance with its normal day-to-day customs, practices and procedures, conducted in accordance with past practice.

"**Outside Date**" shall have the meaning set forth in Section 8.1(a)(ii).

"**Outstanding Interests**" shall have the meaning set forth in Section 3.4.

"**Partnership**" shall have the meaning set forth in the Preamble.

"**Partnership Agreement**" means the Third Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of August 9, 2012, as such agreement may be amended, restated or otherwise modified from time to time (or any similar governing document of any successor).

"**Party**" and "**Parties**" shall have the meanings set forth in the Preamble.

"**Permits**" means certificates, licenses, permits, authorizations and approvals of a Governmental Entity required by Law.

"**Permitted Encumbrance**" means an Encumbrance existing under any Charter Document and, with respect to the Pipeline, mechanics' liens thereon (in favor of Persons that are not affiliates of CEI).

"**Person**" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity or other entity.

"**Pipeline**" means that certain natural gas pipeline owned by CCTP, which runs between the tailgate of the Sabine Pass LNG terminal situated in Cameron Parish, Louisiana (and the appurtenant facilities) and a number of interconnects in the vicinity of Ragley, Louisiana in Beauregard Parish.

"**Plan**" means (a) any employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not subject to ERISA, or any bonus, incentive, unit option, unit purchase, restricted unit, phantom unit, or other equity-based compensation, deferred compensation, pension, retiree medical or life insurance, supplemental executive retirement, severance or other benefit plan, program, policy, agreement or arrangement, or (b) any employment, consulting, termination, severance, retention, change in control, transaction bonus, compensation or other contracts or agreements.

"**Precedent Agreement**" shall have the meaning set forth in Section 5.8.

"**Purchase Confirmation Notice**" shall have the meaning set forth in Section 2.7.

"**Purchase Expiration Date**" shall have the meaning set forth in Section 2.7.

"**Purchaser**" shall have the meaning set forth in the Recitals.

"**Real Property**" means the real property and interests in real property held by the Subject Entities.

"**Release**" means any spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, dumping, pouring, emanation or migration of any Hazardous Material in, into, onto or through the environment (including ambient air, surface water, ground water, soils, land surface or subsurface strata) or within any building, structure, facility or fixture.

"**Response Deadline**" shall have the meaning set forth in Section 2.7.

"Seller Conditions Precedent" shall have the meaning set forth in Section 6.1.

"**Seller Indemnitees**" shall have the meaning set forth in Section 7.2(a).

"**Seller Parties**" shall have the meaning set forth in the Preamble.

"**Seller Parties Closing Certificate**" shall have the meaning set forth in Section 6.2(b).

"**Services Agreements**" means (a) that certain Operation and Maintenance Services Agreement (Cheniere Creole Trail Pipeline), by and between Cheniere LNG O&M Services, LLC and CCTP, dated as of November 26, 2007, and as amended and restated on or before the Closing in substantially the form attached hereto as Exhibit D, and (b) that certain Management Services Agreement, to be dated on or before the Closing, between CCTP and Cheniere LNG Terminals, Inc., in substantially the form attached hereto as Exhibit C.

"**Services Budget**" means the budget of expenses to be incurred by CCTP pursuant to the Services Agreements, as set forth on Schedule 9.3, or such budget as subsequently approved by the CQP Board.

"**Specified Purpose**" means all operations of the business of CCTP that are necessary (a) for CCTP to comply with all Laws applicable to CCTP or the Pipeline, (b) for CCTP to satisfy its obligations under the Precedent Agreement (including the modification of the Pipeline contemplated therein) or (c) in connection with CCTP acting as a prudent operator of the Pipeline in accordance with customary practice in the industry.

"**SPL**" means Sabine Pass Liquefaction, LLC, a Delaware limited liability company and wholly owned subsidiary of the Partnership.

"**Straddle Period**" means any taxable year or period beginning on or before and ending after the Closing Date.

"**Subject Entity**" means Cheniere CTP GP or CCTP, as applicable, and "**Subject Entities**" means Cheniere CTP GP and CCTP, collectively.

"**Subsidiary Distribution**" shall have the meaning set forth in Section 2.2(h).

"**Tax**" means any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add on minimum, ad valorem, transfer or excise tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, imposed by any Governmental Entity and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"**Tax Return**" means any return, declaration, report or similar statement with respect to any Tax (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

"**Third Party Claim**" shall have the meaning set forth in Section 7.4(a).

"**Transaction Documents**" means this Agreement, the GP Assignment, the LP Assignment and any Contracts related to the Subsidiary Distribution.

"**Transaction Notice**" shall have the meaning set forth in Section 2.7.

"**Transactions**" means (a) the purchase and sale of the Assigned Interests contemplated by this Agreement, (b) each Seller Party executing and delivering the Transaction Documents to which it is a party, (c) the Subsidiary Distribution and (d) each of the Transaction Documents becoming effective.

"**UK Act**" shall have the meaning set forth in Section 3.9(b).

"**Unit Purchase Agreement**" means the Unit Purchase Agreement dated as of May 14, 2012, by and among the Partnership, CEI and Blackstone CQP Holdco LP, a Delaware limited partnership, as such agreement may be amended, restated or otherwise modified from time to time.

ARTICLE X.
MISCELLANEOUS

10.1 Notices.

(a) Any notice or other communication given under this Agreement shall be in writing and shall be (i) delivered personally, (ii) sent by nationally recognized overnight courier service, (iii) sent by facsimile transmission, or (iv) sent by first class mail, postage prepaid (certified or registered mail, return receipt requested). Such notice shall be deemed to have been duly given (w) on the date of delivery, if delivered personally, (x) on the Business Day after deposited with a nationally recognized overnight courier service, if sent in such manner, (y) on the date of facsimile transmission, if so transmitted on a Business Day during normal business hours, with confirmation of successful transmission confirmed by the sender's facsimile machine, and otherwise on the next succeeding Business Day, or (z) on the fifth Business Day after sent by first class mail, postage prepaid, if sent in such manner. Notices or other communications shall be directed to the following addresses:

Notices to any of the Seller Parties:

Cheniere Energy, Inc.

700 Milam Street, Suite 800
Houston, Texas 77002
Tel: 713.375.5394
Fax: 713.375.6394
Attention: Greg W. Rayford

Notices to the Buyer:

Cheniere Energy Partners, L.P.
700 Milam Street, Suite 800
Houston, Texas 77002
Tel: 713.375.5276
Fax: 713.375.6276
Attention: Meg A. Gentle

With copies to:

Blackstone CQP Holdco LP
345 Park Avenue, 44th Floor
New York, NY 10154
Tel: 212.583.5000
Fax: 646.253.7517
Attention: David Foley
Sean Klimczak

(b) Either the Seller Parties or the Buyer may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Section 10.1.

10.2 Severability. If any term of this Agreement is found to be invalid, illegal, or incapable of being enforced under applicable Law or public policy, such term shall be deemed amended to the minimum extent possible to make such term valid, legal and enforceable, and if such term is not capable of being so amended, it shall be deemed excised from this Agreement, and the other terms and conditions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the Transactions are not affected in any manner materially adverse to any Party.

10.3 Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform the provisions of this Agreement in accordance with their specified terms or otherwise breach such provisions. It is accordingly agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement by the Seller Parties and to enforce specifically all terms and provisions hereof, this being in addition to any other remedy to which it is entitled at Law or in equity. Subject to the limitations set forth in this Section 10.3, each Party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief permitted by this Section 10.3 on the basis that the Party seeking such injunction, specific performance or other equitable relief has an adequate remedy at Law.

10.4 Governing Law. This Agreement shall be subject to and governed by the Laws of the State of Delaware, without giving effect to conflicts of Law rules or principles that might refer the construction or interpretation of this Agreement to the laws of another state. Any action against any Party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located within the State of Texas, and the Parties irrevocable submit to the non-exclusive jurisdiction of any federal or state court located within the State of Texas over any such action. The Parties hereby irrevocably waive, to the fullest extent permitted by Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

10.5 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, AND AGREES TO CAUSE ITS AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10.6 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10.7 Assignment of Agreement. This Agreement may not be assigned by any Party without the prior written consent of the other Parties other than in connection with any collateral assignment for the benefit of securing obligations to lenders.

10.8 Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

10.9 Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or portable document ".pdf" format, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

10.10 Director and Officer Liability. The directors, managers, officers, partners and members of the Buyer, the Seller Parties and their respective affiliates shall not have any personal liability or obligation arising under this Agreement (including any claims that another Party may assert) other than as an assignee of this Agreement or pursuant to a written guarantee.

10.11 Integration. This Agreement supersedes any previous understandings or agreements among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.

10.12 Amendment. This Agreement may only be amended by written instrument signed by the General Partner, on behalf of the Buyer, and the Seller Parties.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SELLER PARTIES:

CHENIERE PIPELINE COMPANY

By: /s/ R. Keith Teague
Name: R. Keith Teague
Title: President

GRAND CHENIERE PIPELINE, LLC

By: /s/ R. Keith Teague
Name: R. Keith Teague
Title: President

BUYER:

CHENIERE ENERGY PARTNERS, L.P.

By: Cheniere Energy Partners GP, LLC, its General Partner

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

Solely for the purposes of Sections 5.5 and 5.6 and Article VII

CHENIERE ENERGY, INC.

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

Exhibit 10.3

FIRST AMENDMENT TO CLASS B UNIT PURCHASE AGREEMENT

This FIRST AMENDMENT TO CLASS B UNIT PURCHASE AGREEMENT (this "**Amendment**"), dated as of August 9, 2012, is entered into by and between Cheniere Energy Partners, L.P., a Delaware limited partnership (the "**Partnership**"), and Cheniere Class B Units Holdings, LLC, a Delaware limited liability company ("**Purchaser**"). The above-named entities are sometimes referred to in this Amendment each as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Partnership and Cheniere LNG Terminals, Inc. (as predecessor-in-interest to Purchaser), entered into that certain Class B Unit Purchase Agreement, dated as of May 14, 2012 (the "**Subscription Agreement**") pursuant to which the Partnership agreed to sell to Purchaser up to 12,000,000 Class B Units, each representing a limited partner interest in the Partnership; and

WHEREAS, the CCTP Purchase Agreement is being amended and restated and the closing thereunder is anticipated to be postponed; and

WHEREAS, the Parties desire to amend certain provisions of the Subscription Agreement accordingly;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Amendments.

(a) The first paragraph of the Subscription Agreement is hereby amended to replace the reference to "Section 14" with "Section 15".

(b) Section 6(a)(ii) of the Subscription Agreement is hereby amended by substituting the following for the phrase "December 31, 2012 (the "Outside Date")" appearing therein: "the date of the termination of the CCTP Purchase Agreement in accordance with its terms".

(c) Section 15 of the Subscription Agreement is hereby amended by amending and restating in their entirety the definitions of "Amended Partnership Agreement", "CCTP Purchase Agreement" and "Unit Purchase Agreement" appearing therein to read as follows:

"Amended Partnership Agreement" means the Third Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., dated as August 9, 2012, as the same may be amended, restated or otherwise modified from time to time.

"CCTP Purchase Agreement" means that certain Amended and Restated Purchase and Sale Agreement, dated as of August 9, 2012, by and among Cheniere Pipeline Company, the Purchaser, the Partnership and Cheniere Energy, Inc., as the same may be amended, restated or otherwise modified from time to time.

"Unit Purchase Agreement" means the Unit Purchase Agreement, dated as of May 14, 2012, among the Partnership, Cheniere Energy, Inc. and Blackstone CQP Holdco LP, as the same may be amended, restated or otherwise modified from time to time.

2. Miscellaneous.

(a) *Ratification*. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Subscription Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Subscription Agreement are ratified and confirmed and shall continue in full force and effect. Each Party agrees that the Subscription Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

(b) *Severability*. If any term of this Amendment is found to be invalid, illegal, or incapable of being enforced under applicable law or public policy, such term shall be deemed amended to the minimum extent possible to make such term valid, legal and enforceable, and if such term is not capable of being so amended, it shall be deemed excised from this Amendment, and the other terms and conditions of this Amendment shall remain in full force and effect so long as the economic or legal substance of the Transactions are not affected in any manner materially adverse to any Party.

(c) *Governing Law*. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed within the State of Delaware.

(d) *Captions*. The captions in this Amendment are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

(e) *Counterparts*. This Amendment may be executed in counterparts and delivered by facsimile or portable document (".pdf") format, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

CHENIERE ENERGY PARTNERS, L.P.

By: Cheniere Energy Partners GP, LLC,
its General Partner

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

CHENIERE CLASS B UNITS HOLDINGS, LLC

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

Exhibit 99.1

CHENIERE ENERGY PARTNERS, L.P. NEWS RELEASE

Cheniere Issues Notice to Proceed ("NTP") for Construction of First Two Liquefaction Trains

- Bechtel to begin full construction on first two liquefaction trains
- LNG exports expected to commence as early as 2015

Houston, Texas – August 9, 2012 – Cheniere Energy Partners, L.P. ("Cheniere Partners") (NYSE MKT: CQP) announced today that it has completed all milestones and has issued a full notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. ("Bechtel") to construct the first two liquefaction trains of the Sabine Pass liquefaction project (the "Liquefaction Project"). The first liquefaction train is expected to start operations as early as 2015, with the second liquefaction train expected to commence operations six to nine months thereafter.

"The Sabine Pass LNG terminal will become the first facility in the contiguous U.S. capable of exporting natural gas as LNG. Two years after announcing our plans to develop the liquefaction facility, we will begin construction. In those two years, we were able to finalize long-term commercial arrangements with four global LNG buyers for over 2 Bcf/d for 20 years, negotiate a construction agreement for the first 1 Bcf/d on a lump sum basis, and most importantly work with governmental agencies at the federal, state and local level to receive all necessary permits to begin construction on a new facility with no precedent in the Lower 48. It is a testament to the flexibility of the U.S. markets and institutions that a small company like ours was able to accomplish so much in a short time," said Charif Souki, Chairman and CEO.

Mr. Souki continued, "We are grateful to the state of Louisiana and its elected leaders—including Governor Jindal and his Cabinet, the entire Congressional delegation, state legislators, and local officials in Cameron Parish for their support in the development of our Liquefaction Project and welcoming Cheniere to Louisiana, and the Louisiana Teachers Retirement System, for being an investor in the project."

David Foley, Senior Managing Director of Blackstone and CEO of Blackstone Energy Partners, said, "We are pleased to provide the growth capital to fund the construction of the first LNG export facility in the continental United States, creating thousands of jobs for American workers and providing significant benefits to the U.S. economy. We look forward to being a value-added, long term partner to Cheniere's outstanding management team as we work together to bring this facility online in a safe, efficient and timely manner."

Total project costs of approximately $5.6 billion will be funded with approximately $2.0 billion of equity and approximately $3.6 billion of debt. The aggregate $2.0 billion equity investment initially represents approximately 100.0 million Class B Units for affiliates of Blackstone Capital Partners VI L.P. ("Blackstone") and 33.3 million Class B Units for Cheniere Energy, Inc. ("CEI"). Blackstone has made its initial investment and purchased $500 million of Cheniere Partners Class B Units. Blackstone will purchase additional Class B Units up to an investment of $1.5 billion as funds are needed for the Liquefaction Project. As previously announced, CEI has completed its purchase of $500 million of Class B Units. Sabine Pass Liquefaction, LLC, has also received an initial advance of $100 million on its previously announced credit facility.

The Board of Directors of the general partner of Cheniere Partners will be comprised of eleven directors, including four directors appointed by CEI, three directors appointed by Blackstone, and four independent directors.

Additional Information

Cheniere Partners owns 100 percent of the Sabine Pass LNG terminal located on the Sabine Pass Channel in western Cameron Parish, Louisiana. The Sabine Pass LNG terminal has regasification and send-out capacity of 4.0 billion cubic feet per day (Bcf/d) and storage capacity of 16.9 billion cubic feet equivalent (Bcfe). Cheniere Partners is developing a project to add liquefaction and export capabilities adjacent to the existing infrastructure at the Sabine Pass LNG terminal. As currently contemplated, the Liquefaction Project is being designed and permitted for up to four modular LNG trains, each with a nominal capacity of approximately 4.5 mtpa. The Liquefaction Project is expected to be constructed with each LNG train commencing operations approximately six to nine months after the previous train. In November 2011, Sabine Pass Liquefaction, LLC ("Sabine Liquefaction") entered into a lump sum turnkey contract for the engineering, procurement and construction of the first two trains of the project with Bechtel Oil, Gas and Chemicals, Inc. Sabine Liquefaction has also entered into four long-term customer sale and purchase agreements ("SPAs") for a total of 16.0 mtpa of LNG volumes, which represents approximately 89 percent of the nominal LNG volumes. The customers include BG Gulf Coast LNG, LLC ("BG") for 5.5 mtpa, Gas Natural Fenosa for 3.5 mtpa, KOGAS for 3.5 mtpa and GAIL (India) Ltd. for 3.5 mtpa. In addition, Sabine Liquefaction has entered into a SPA with Cheniere Marketing, LLC for up to approximately 2.0 mtpa of LNG that is produced but not already committed to third parties. The BG and Cheniere Marketing SPAs commence with the start of LNG train one operations and the Gas Natural Fenosa SPA commences with the start of train two operations. The KOGAS SPA commences with the start of train three operations and the GAIL (India) Ltd. SPA commences with the start of train four operations. Cheniere Partners issued a notice to proceed to Bechtel to commence construction for the first two trains in August 2012. Commencement of construction for the third and fourth trains is subject, but not limited, to entering into an EPC contract, obtaining financing and Cheniere Partners making a final investment decision. Cheniere Partners has placed documentation pertaining to the Liquefaction Project, including the applications and supporting studies, on its website located at http://www.cheniereenergypartners.com.

	Target Date	
Milestone	**Trains 1&2**	**Trains 3&4**
— DOE export authorization	Complete	Complete
— Definitive commercial agreements	Completed 7.7 mtpa	Completed 8.3 mtpa
— BG Gulf Coast LNG, LLC	4.2 mtpa	1.3 mtpa
— Gas Natural Fenosa	3.5 mtpa	
— KOGAS		3.5 mtpa
— GAIL (India) Ltd.		3.5 mtpa
— EPC contract	Complete	4Q12
— Financing commitments		1Q13
— Equity	Complete	
— Debt	Complete	
— FERC authorization	Complete	Complete
— Certificate to commence construction	Complete	2013
— Issue NTP to Bechtel	Complete	2013
— Commence operations	2015/2016	2017/2018

Forward-Looking Statements

This press release contains certain statements that may include "forward-looking statements" within the meanings of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical fact, included herein are "forward-looking statements." Included among "forward-looking statements" are, among other things, (i) statements regarding Cheniere Partners' business strategy, plans and objectives, including the construction and operation of liquefaction facilities, (ii) statements expressing beliefs and expectations regarding the development of Cheniere Partners' LNG terminal and liquefaction business and (iii) statements regarding the business operations and prospects of third parties. Although Cheniere Partners believes that the expectations reflected in these forward-looking statements are reasonable, they do involve assumptions, risks and uncertainties, and these expectations may prove to be incorrect. Cheniere Partners' actual results could differ materially from those anticipated in these forward-looking statements as a result of a variety of factors, including those discussed in Cheniere Partners' periodic reports that are filed with and available from the Securities and Exchange Commission. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this press release. Other than as required under the securities laws, Cheniere Partners does not assume a duty to update these forward-looking statements.

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