As filed with the Securities and Exchange Commission on May 19, 2022

Registration No. 333-

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

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Cheniere Energy Partners, L.P.*

(Exact Name of Registrant as Specified in its Charter)

Delaware	4924	20-5913059
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

700 Milam Street, Suite 1900
Houston, Texas 77002 (713) 375-5000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Zach Davis
Executive Vice President and Chief Financial Officer
Cheniere Energy Partners GP, LLC
700 Milam Street, Suite 1900
Houston, Texas 77002
(713) 375-5000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

George J. Vlahakos
Jon W. Daly
Sidley Austin LLP
1000 Louisiana Street, Suite 5900
Houston, TX 77002
(713) 495-4522

Approximate date of commencement of proposed sale to the public: As soon as practicable following effectiveness of this registration statement.

If the securities being registered on this Form are to be offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)	☐
Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)	☐

Each registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF ADDITIONAL REGISTRANT GUARANTORS

* The following are additional registrants that are guaranteeing the securities registered hereby:

Exact Name of Registrant Guarantor as Specified in its Charter(1)	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Cheniere Energy Investments, LLC	Delaware	20-5913135
Sabine Pass LNG-GP, LLC	Delaware	20-0466019
Sabine Pass LNG, L.P.	Delaware	20-0466069
Sabine Pass Tug Services, LLC	Delaware	20-5570478
Cheniere Creole Trail Pipeline, L.P.	Delaware	20-4635194
Cheniere Pipeline GP Interests, LLC	Delaware	20-4634510

(1) The address, including zip code, and telephone number, including area code, of each additional registrant guarantor's executive offices is 700 Milam Street, Suite 1900, Houston, Texas 77002, (713) 375-5000.

Table of Contents

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION DATED MAY 19, 2022

PROSPECTUS

CHENIERE ENERGY PARTNERS, L.P.

Offer to exchange up to
$1,200,000,000 of 3.25% Senior Notes due 2032
(CUSIP No. 16411Q AN1)
that have been registered under the Securities Act of 1933
for
$1,200,000,000 of 3.25% Senior Notes due 2032
(CUSIP Nos. 16411Q AL5 and U16353 AE1)
that have not been registered under the Securities Act of 1933
THE EXCHANGE OFFER EXPIRES AT 5:00 P.M., NEW YORK CITY TIME, ON , 2022, UNLESS WE EXTEND IT

Terms of the Exchange Offer:

- We are offering to exchange up to $1.2 billion aggregate principal amount of registered 3.25% Senior Notes due 2032 (CUSIP No. 16411Q AN1) (the "New Notes") for any and all of our $1.2 billion aggregate principal amount of unregistered 3.25% Senior Notes due 2032 (CUSIP Nos. 16411Q AL5 and U16353 AE1) (the "Old Notes" and together with the New Notes, the "notes") that were issued on September 27, 2021.
- We will exchange all outstanding Old Notes that are validly tendered and not properly withdrawn prior to the expiration of the exchange offer for an equal principal amount of New Notes.
- The terms of the New Notes will be substantially identical to those of the outstanding Old Notes except that the New Notes will be registered under the Securities Act of 1933, as amended (the "Securities Act"), and will not contain restrictions on transfer, registration rights or provisions for additional interest.
- You may withdraw tenders of Old Notes at any time prior to the expiration of the exchange offer.
- The exchange of Old Notes for New Notes should not be a taxable event for U.S. federal income tax purposes.
- We will not receive any cash proceeds from the exchange offer.
- In the event that the aggregate amount of our secured indebtedness and the secured indebtedness of the Subsidiary Guarantors (as defined herein) (other than the CQP Senior Notes (as defined herein) or any other series of notes issued under the CQP Base Indenture (as defined herein)) outstanding at any one time exceeds the greater of (1) $1.5 billion and (2) 10% of net tangible assets, the CQP Senior Notes and the notes offered hereby will be secured to the same extent as such obligations under our senior secured credit facilities due 2024 (the "2019 CQP Credit Facilities") (such period, the "Security Requirement Period"), the notes will be secured on a first-priority basis by liens on (i) substantially all the existing and future tangible and intangible assets and rights of CQP and the Subsidiary Guarantors and equity interests in the Subsidiary Guarantors (except, in each case, for certain excluded properties set forth in the 2019 CQP Credit Facilities) and (ii) substantially all of the real property of SPLNG (except for excluded properties referenced in the 2019 CQP Credit Facilities) (the "Collateral"), subject to certain liens permitted under the indenture, which liens are intended to be pari passu with the liens securing the 2019 CQP Credit Facilities, which, as of March 31, 2022, consists of an undrawn $750 million revolving credit facility (the "CQP Revolving Credit Facility"). When a Security Requirement Period is not in effect, the notes will remain senior obligations but will be unsecured. As of the date of this prospectus, the Old Notes are not and the New Notes will not be secured.
- The Old Notes are, and the New Notes will be, unconditionally, jointly and severally guaranteed by each of our existing subsidiaries (including Sabine Pass LNG, L.P. and Cheniere Creole Trail Pipeline, L.P.), with the exception of Sabine Pass Liquefaction, LLC and Sabine Pass LNG-LP, LLC (the "SPL Member"). The SPL Member may become a guarantor under certain circumstances as described more fully herein. Any other subsidiary that guarantees any of our Material Indebtedness (as defined below) will also guarantee the notes. Please read "Description of Notes—Subsidiary Guarantees."
- There is no established trading market for the New Notes or the Old Notes.
- We do not intend to apply for listing of the New Notes on any national securities exchange or for quotation through any quotation system.

Please read "Risk Factors" beginning on page 10 for a discussion of certain risks that you should consider prior to tendering your outstanding Old Notes in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer must acknowledge by way of letter of transmittal that it will deliver a prospectus in connection with any resale of New Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Old Notes where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We and the Subsidiary Guarantors have agreed that, for a period of 180 days after the consummation of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. Please Read "Plan of Distribution."

The date of this prospectus is , 2022.

TABLE OF CONTENTS

This prospectus incorporates important business and financial information about us that is not included or delivered with this prospectus. We will provide this information to you at no charge upon written or oral request directed to Corporate Secretary, Cheniere Energy Partners, L.P., 700 Milam Street, Suite 1900, Houston, Texas 77002 (telephone number (713) 375-5000).

In order to ensure timely delivery of this information, any request should be made by , 2022, five business days prior to the expiration date of the exchange offer.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the U.S. Securities and Exchange Commission, referred to in this prospectus as the SEC. No person has been authorized to give any information or any representation concerning us or the exchange offer (other than as contained in this prospectus or the related letter of transmittal) and we take no responsibility for, nor can we provide any assurance as to the reliability of, any other information that others may give you. We are not making an offer to sell these securities in any state or jurisdiction where the offer is not permitted. You should not assume that the information contained in or incorporated by reference into this prospectus is accurate as of any date other than the date on the front cover of this prospectus or the date of such incorporated documents, as the case may be.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly, current and other reports with the SEC under the Securities and Exchange Act of 1934, as amended (the "Exchange Act"). Our SEC filings are available to the public over the Internet at the SEC's website at http://www.sec.gov. We will provide you upon request, without charge, a copy of the notes and the indenture governing the notes. You may request copies of these documents by contacting us at:

Cheniere Energy Partners, L.P.
Attention: Investor Relations Department
700 Milam Street, Suite 1900
Houston, Texas, 77002
(713) 375-5000

We also make all periodic and other information filed or furnished with the SEC available, free of charge, on our website at www.cheniere.com as soon as reasonably practicable after such information is electronically filed with or furnished to the SEC. Except as otherwise set forth herein, information on our website or any other website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

We "incorporate by reference" information into this prospectus, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained expressly in this prospectus. You should not assume that the information in this prospectus is current as of the date other than the date on the cover page of this prospectus.

All documents that we file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date the registration statement of which this prospectus forms a part was filed and prior to the effectiveness of such registration statement and until this offering is completed will be deemed to be incorporated by reference in this prospectus and will be a part of this prospectus from the date of filing. Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document that also is or is deemed to be incorporated by reference in this prospectus modifies or supersedes that statement. Any statement that is modified or superseded will not constitute a part of this prospectus, except as modified or superseded.

We incorporate by reference the documents listed below (excluding any information furnished and not filed with the SEC):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 filed with the SEC on February 24, 2022;
- our Quarterly Report on Form 10-Q for the quarter ended March 31, 2022 filed with the SEC on May 4, 2022; and
- our Current Reports on Form 8-K filed on January 28, 2022, February 25, 2022, April 5, 2022 and April 25, 2022.

These reports contain important information about us, our financial condition and our results of operations.

You may request a copy of any document incorporated by reference in this prospectus and any exhibit specifically incorporated by reference in those documents, at no cost, by writing or telephoning us at the following address or phone number:

Cheniere Energy Partners, L.P.
Attention: Investor Relations Department
700 Milam Street, Suite 1900
Houston, Texas 77002
(713) 375-5000

PRESENTATION OF INFORMATION

In this prospectus, we rely on and refer to information and statistics regarding our industry. We obtained this market data from independent industry publications or other publicly available information. Although we believe that these sources are reliable, we have not independently verified and do not guarantee the accuracy or completeness of this information.

In this prospectus, unless the context otherwise requires:

- *Bcf* means billion cubic feet;
- *Bcf/d* means billion cubic feet per day;
- *Bcfe* means billion cubic feet equivalent;
- *EPC* means engineering, procurement and construction;
- *GAAP* means generally accepted accounting principles in the United States;
- *IPM agreements* means integrated production marketing agreements in which the gas producer sells to us gas on a global LNG index price, less a fixed liquefaction fee, shipping and other costs
- *LIBOR* means the London Interbank Offered Rate;
- *LNG* means liquefied natural gas, a product of natural gas that, through a refrigeration process, has been cooled to a liquid state, which occupies a volume that is approximately 1/600th of its gaseous state;
- *mtpa* means million tonnes per annum;
- *SPA* means an LNG sale and purchase agreement; and
- *Train* means an industrial facility comprised of a series of refrigerant compressor loops used to cool natural gas into LNG.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including any information incorporated by reference herein, contains certain statements that are, or may be deemed to be, "forward-looking statements." All statements, other than statements of historical or present facts or conditions, included herein or incorporated herein by reference are "forward-looking statements." Included among "forward-looking statements" are, among other things:

- statements regarding our ability to pay interest, premium, if any, and principal on the notes;
- statements regarding our expected receipt of cash distributions from SPLNG, SPL or CTPL (each as defined herein);
- statements that we expect to commence or complete construction of our proposed LNG terminal, liquefaction facility, pipeline facility or other projects, or any expansions or portions thereof, by certain dates, or at all;
- statements regarding future levels of domestic and international natural gas production, supply or consumption or future levels of LNG imports into or exports from North America and other countries worldwide or purchases of natural gas, regardless of the source of such information, or the transportation or other infrastructure or demand for and prices related to natural gas, LNG or other hydrocarbon products;
- statements regarding any financing transactions or arrangements, or our ability to enter into such transactions;
- statements regarding our future sources of liquidity and cash requirements;
- statements relating to the construction of our Trains, including statements concerning the engagement of any EPC contractor or other contractor and the anticipated terms and provisions of any agreement with any EPC or other contractor, and anticipated costs related thereto;
- statements regarding any SPA or other agreement to be entered into or performed substantially in the future, including any revenues anticipated to be received and the anticipated timing thereof, and statements regarding the amounts of total LNG regasification, natural gas liquefaction or storage capacities that are, or may become, subject to contracts;
- statements regarding counterparties to our commercial contracts, construction contracts and other contracts;
- statements regarding our planned development and construction of additional Trains, including the financing of such Trains;
- statements that our Trains, when completed, will have certain characteristics, including amounts of liquefaction capacities;
- statements regarding our business strategy, our strengths, our business and operation plans or any other plans, forecasts, projections, or objectives, including anticipated revenues, capital expenditures, maintenance and operating costs and cash flows, any or all of which are subject to change;
- statements regarding legislative, governmental, regulatory, administrative or other public body actions, approvals, requirements, permits, applications, filings, investigations, proceedings or decisions;
- statements regarding the COVID-19 pandemic and its impact on our business and operating results, including any customers not taking delivery of LNG cargoes, the ongoing creditworthiness of our contractual counterparties, any disruptions in our operations or construction of our Trains and the health and safety of Cheniere's employees, and on our customers, the global economy and the demand for LNG; and
- any other statements that relate to non-historical or future information.

All of these types of statements, other than statements of historical or present facts or conditions, are forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as “may,” “will,” “could,” “should,” “achieve,” “anticipate,” “believe,” “contemplate,” “continue,” “estimate,” “expect,” “intend,” “plan,” “potential,” “predict,” “project,” “pursue,” “target,” the negative of such terms or other comparable terminology. The forward-looking statements contained in this prospectus or incorporated by reference herein are largely based on our expectations, which reflect estimates and assumptions made by our management. These estimates and assumptions reflect our best judgment based on currently known market conditions and other factors. Although we believe that such estimates are reasonable, they are inherently uncertain and involve a number of risks and uncertainties beyond our control. In addition, assumptions may prove to be inaccurate. We caution that the forward-looking statements contained in this prospectus or incorporated by reference herein are not guarantees of future performance and that such statements may not be realized or the forward-looking statements or events may not occur. Actual results may differ materially from those anticipated or implied in forward-looking statements as a result of a variety of factors, including those described in “Risk Factors” and elsewhere in this prospectus and incorporated by reference in the other reports and other information that we file with the SEC. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by these risk factors. These forward-looking statements speak only as of the date made, and other than as required by law, we undertake no obligation to update or revise any forward-looking statement or provide reasons why actual results may differ, whether as a result of new information, future events or otherwise. All forward-looking statements are expressly qualified in their entirety by the foregoing cautionary statements.

PROSPECTUS SUMMARY

This summary highlights information included or incorporated by reference in this prospectus. It does not contain all of the information that you should consider before making an investment decision. You should carefully read this entire prospectus for a more complete understanding of our business and the terms of this exchange offer, as well as the tax and other considerations that are important to you in making your investment decision.

As used in this prospectus, the "Partnership," "CQP," "we," "our," "us" or similar terms refer to Cheniere Energy Partners, L.P. and not any of its subsidiaries. In this prospectus, (i) our "general partner" refers to Cheniere Energy Partners GP LLC, a Delaware limited liability company and the general partner of the Partnership; (ii) "Cheniere" refers to Cheniere Energy, Inc., a Delaware corporation that owns and controls our general partner; (iii) "SPLNG" refers to Sabine Pass LNG, L.P., a Delaware limited partnership and our wholly owned subsidiary; (iv) "SPL" refers to Sabine Pass Liquefaction, LLC, a Delaware limited liability company and our wholly owned subsidiary; and (v) "CTPL" refers to Cheniere Creole Trail Pipeline, L.P., a Delaware limited partnership and our wholly owned subsidiary. We refer to SPLNG, CTPL and each other of our subsidiaries that guarantees the notes collectively as the "Subsidiary Guarantors."

Cheniere Energy Partners, L.P.

Overview

We are a publicly traded Delaware limited partnership formed by Cheniere in 2006. We provide clean, secure and affordable LNG to integrated energy companies, utilities and energy trading companies around the world. We aspire to conduct our business in a safe and responsible manner, delivering a reliable, competitive and integrated source of LNG to our customers.

LNG is natural gas (methane) in liquid form. The LNG we produce is shipped all over the world, turned back into natural gas (called "regasification") and then transported via pipeline to homes and businesses and used as an energy source that is essential for heating, cooking and other industrial uses. Natural gas is a cleaner-burning, abundant and affordable source of energy. When LNG is converted back to natural gas, it can be used instead of coal, which reduces the amount of pollution traditionally produced from burning fossil fuels, like sulfur dioxide and particulate matter that enters the air we breathe. Additionally, compared to coal, it produces significantly fewer carbon emissions. By liquefying natural gas, we are able to reduce its volume by 600 times so that we can load it onto special LNG carriers designed to keep the LNG cold and in liquid form for efficient transport overseas.

We own the natural gas liquefaction and export facility in Cameron Parish, Louisiana at Sabine Pass (the "Sabine Pass LNG Terminal"), one of the largest LNG production facilities in the world, which has six operational Trains, with Train 6 achieving substantial completion on February 4, 2022, for a total production capacity of approximately 30 mtpa of LNG (the "Liquefaction Project"). The Sabine Pass LNG Terminal also has operational regasification facilities that include five LNG storage tanks with aggregate capacity of approximately 17 Bcfe, two existing marine berths and one under construction that can each accommodate vessels with nominal capacity of up to 266,000 cubic meters and vaporizers with regasification capacity of approximately 4 Bcf/d. We also own a 94-mile pipeline through our subsidiary, CTPL, that interconnects the Sabine Pass LNG Terminal with a number of large interstate pipelines (the "Creole Trail Pipeline").

Our customer arrangements provide us with significant, stable and long-term cash flows. We contract our anticipated production capacity under SPAs, in which our customers are generally required to pay a fixed fee

with respect to the contracted volumes irrespective of their election to cancel or suspend deliveries of LNG cargoes, and under IPM agreements, in which the gas producer sells gas on a global LNG index price, less a fixed liquefaction fee, shipping and other costs. Our long-term customer arrangements form the foundation of our business and provide us with significant, stable, long-term cash flows. We have contracted approximately 80% of the total production capacity from the Liquefaction Project with approximately 16 years of weighted average remaining life as of March 31, 2022. In March 2022, the DOE authorized the export of an additional 152.64 Bcf/yr of domestically produced LNG by vessel from the Sabine Pass LNG Terminal through December 31, 2050 to non-FTA countries, that were previously authorized for FTA countries only. For further discussion of the contracted future cash flows under our revenue arrangements, see the liquidity and capital resources disclosures in our annual report on Form 10-K for the fiscal year ended December 31, 2021.

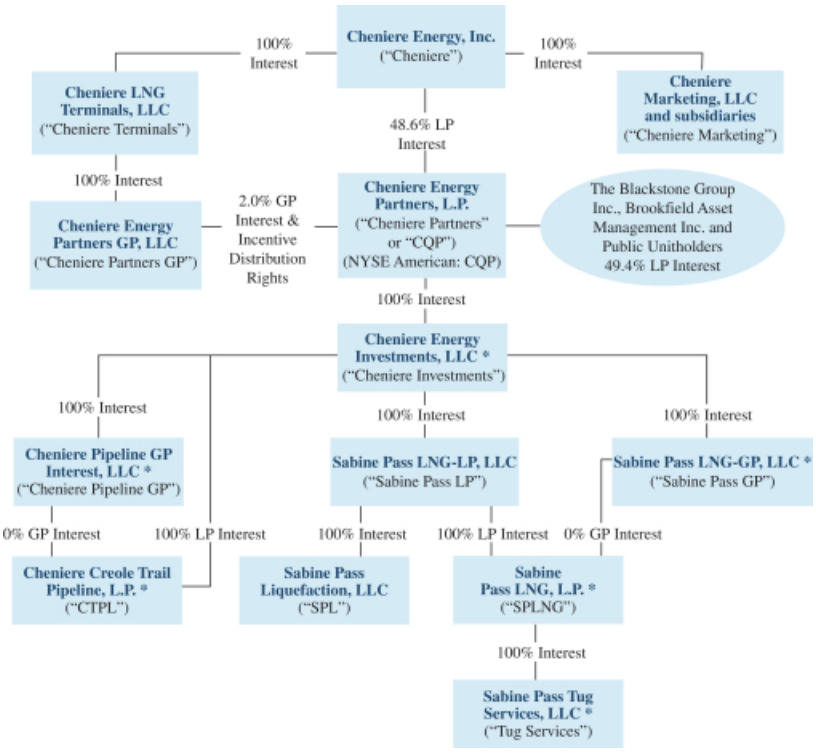
We remain focused on operational excellence and customer satisfaction. Increasing demand for LNG has allowed us to expand our liquefaction infrastructure in a financially disciplined manner. We have increased available liquefaction capacity at our Liquefaction Project as a result of debottlenecking and other optimization projects. We hold a significant land position at the Sabine Pass LNG Terminal, which provides opportunity for further liquefaction capacity expansion. The development of this site or other projects, including infrastructure projects in support of natural gas supply and LNG demand, will require, among other things, acceptable commercial and financing arrangements before we can make a final investment decision.

Principal Executive Offices

Our principal executive offices are located at 700 Milam Street, Suite 1900, Houston, Texas 77002, and our telephone number is (713)375-5000. Our internet address is www.cheniere.com. Information on our website is not incorporated by reference herein and our web address is included in this prospectus as an inactive textual reference only.

Our Ownership and Organizational Structure

The following diagram depicts our abbreviated organizational structure as of March 31, 2022, including our ownership of certain subsidiaries, and the references to these entities used in this prospectus:



* Guarantors

The Exchange Offer

On September 27, 2021, we completed a private offering of $1.2 billion aggregate principal amount of the Old Notes. As part of this private offering, we entered into a registration rights agreement with the initial purchasers of the Old Notes in which we agreed, among other things, to deliver this prospectus to you and to use our reasonable best efforts to consummate the exchange offer no later than 360 days after the September 27, 2021 private offering. The following is a summary of the exchange offer.

Old Notes	3.25% Senior Notes due 2032, which were issued on September 27, 2021.
New Notes	3.25% Senior Notes due 2032. The terms of the New Notes are substantially identical to the terms of the outstanding Old Notes except that the transfer restrictions, registration rights and provisions for additional interest relating to the Old Notes will not apply to the New Notes.
Exchange Offer	We are offering to exchange up to $1.2 billion aggregate principal amount of our New Notes that have been registered under the Securities Act for an equal amount of our outstanding Old Notes that have not been registered under the Securities Act to satisfy our obligations under the registration rights agreement. The New Notes will evidence the same debt as the Old Notes for which they are being exchanged and will be issued under, and be entitled to the benefits of, the same indenture that governs the Old Notes. Holders of the Old Notes do not have any appraisal or dissenters' rights in connection with the exchange offer. Because the New Notes will be registered, the New Notes will not be subject to transfer restrictions, and holders of Old Notes that have tendered and had their Old Notes accepted in the exchange offer will have no registration rights. The New Notes will have a CUSIP number different from that of any Old Notes that remain outstanding after the completion of the exchange offer.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2022, unless we decide to extend the date.
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions, which we may waive. Please read "The Exchange Offer—Conditions to the Exchange Offer" for more information regarding the conditions to the exchange offer.
Procedures for Tendering Old Notes	You must do one of the following on or prior to the expiration of the exchange offer to participate in the exchange offer: • tender your Old Notes by sending the certificates for your Old Notes, in proper form for transfer, a properly completed and duly executed letter of transmittal, with any required signature

	guarantees, and all other documents required by the letter of transmittal, to The Bank of New York Mellon, as registrar and exchange agent, at the address listed under the caption "The Exchange Offer—Exchange Agent"; or • tender your Old Notes by using the book-entry transfer procedures described below and transmitting a properly completed and duly executed letter of transmittal, with any required signature guarantees, or an agent's message instead of the letter of transmittal, to the exchange agent. In order for a book-entry transfer to constitute a valid tender of your Old Notes in the exchange offer, The Bank of New York Mellon, as registrar and exchange agent, must receive a confirmation of book-entry transfer of your Old Notes into the exchange agent's account at The Depository Trust Company ("DTC") prior to the expiration of the exchange offer. For more information regarding the use of book-entry transfer procedures, including a description of the required agent's message, please read the discussion under the caption "The Exchange Offer—Procedures for Tendering—Book-entry Transfer."
Withdrawal; Non-Acceptance	You may withdraw any Old Notes tendered in the exchange offer at any time prior to 5:00 p.m., New York City time, on , 2022 by following the procedures described in this prospectus and the related letter of transmittal. If we decide for any reason not to accept any Old Notes tendered for exchange, the Old Notes will be returned to the registered holder at our expense promptly after the expiration or termination of the exchange offer. In the case of Old Notes tendered by book-entry transfer in to the exchange agent's account at DTC, any withdrawn or unaccepted Old Notes will be credited to the tendering holder's account at DTC. For further information regarding the withdrawal of tendered Old Notes, please read "The Exchange Offer—Withdrawal Rights."
Material U.S. Federal Income Tax Considerations	The exchange of New Notes for Old Notes in the exchange offer should not be a taxable event for U.S. federal income tax purposes. Please read the discussion under the caption "Material United States Federal Income Tax Considerations" for more information regarding the tax considerations to you of the exchange offer.
Use of Proceeds	The issuance of the New Notes will not provide us with any new proceeds. We are making this exchange offer solely to satisfy our obligations under the registration rights agreement.
Fees and Expenses	We will pay all of our expenses incident to the exchange offer.
Exchange Agent	We have appointed The Bank of New York Mellon as exchange agent for the exchange offer. For the address, telephone number and fax number of the exchange agent, please read "The Exchange Offer—Exchange Agent."

Resales of New Notes	Based on interpretations by the staff of the SEC, as set forth inno-action letters issued to third parties that are not related to us, we believe that the New Notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act so long as: • the New Notes are being acquired in the ordinary course of business; • you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate in the distribution of the New Notes issued to you in the exchange offer; • you are not our affiliate or an affiliate of any of our Subsidiary Guarantors; and • you are not a broker-dealer tendering Old Notes acquired directly from us for your account. The SEC has not considered this exchange offer in the context of ano-action letter, and we cannot assure you that the SEC would make similar determinations with respect to this exchange offer. If any of these conditions are not satisfied, or if our belief is not accurate, and you transfer any New Notes issued to you in the exchange offer without delivering a resale prospectus meeting the requirements of the Securities Act or without an exemption from registration of your New Notes from those requirements, you may incur liability under the Securities Act. We will not assume, nor will we indemnify you against, any such liability. Each broker-dealer that receives New Notes for its own account in exchange for Old Notes, where the Old Notes were acquired by such broker-dealer as a result of market-making or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. Please read "Plan of Distribution." Please read "The Exchange Offer—Resales of New Notes" for more information regarding resales of the New Notes.
Consequences of Not Exchanging Your Old Notes	If you do not exchange your Old Notes in this exchange offer, you will no longer be able to require us to register your Old Notes under the Securities Act, except in the limited circumstances provided under the registration rights agreement. In addition, you will not be able to resell, offer to resell or otherwise transfer your Old Notes unless we have registered the Old Notes under the Securities Act, or unless you resell, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act. For information regarding the consequences of not tendering your Old Notes and our obligation to file a registration statement, please read "The Exchange Offer—Consequences of Failure to Exchange Old Notes" and "Description of Notes."

Terms of the New Notes

The terms of the New Notes will be substantially identical to the terms of the Old Notes except that the transfer restrictions, registration rights and provisions for additional interest relating to the Old Notes will not apply to the New Notes. As a result, the New Notes will not bear legends restricting their transfer and will not have the benefit of the registration rights and additional interest provisions contained in the Old Notes. The New Notes represent the same debt as the Old Notes for which they are being exchanged. The New Notes are governed by the same indenture as that which governs the Old Notes.

The following summary contains basic information about the New Notes and is not intended to be complete. For a more complete understanding of the New Notes, please refer to the section in this prospectus entitled "Description of Notes." When we use the term "notes" in this prospectus, unless the context requires otherwise, the term includes the Old Notes and the New Notes.

Issuer	Cheniere Energy Partners, L.P.
Notes Offered	$1,200,000,000 principal amount of 3.25% Senior Notes due 2032.
Maturity Date	January 31, 2032.
Interest Rate	3.25% per year (calculated using a 360-day year).
Interest Payment Dates	We will pay interest on the New Notes semi-annually, in cash in arrears, on January 31 and July 31 of each year.
Ranking	As of the date of this prospectus, the Old Notes are, and the New Notes will be, unsecured. The New Notes: • will rank senior in right of payment to all future obligations of CQP that are, by their terms, expressly subordinated in right of payment to the notes and *pari passu* in right of payment with all existing and future senior obligations of CQP that are not so subordinated; • will be effectively subordinated to any secured debt of CQP (including under the 2019 Credit Agreement), to the extent of the collateral securing such debt; • will be structurally subordinated to all liabilities and preferred equity of subsidiaries of CQP that are not Subsidiary Guarantors; and • will be guaranteed by each subsidiary of CQP that is, or in the future is required to become, a Subsidiary Guarantor. During any Security Requirement Period (as defined below), the New Notes will be senior obligations of CQP and will be secured on a first-priority basis by a lien on the Collateral (as defined below), subject to certain liens permitted under the indenture, which liens are intended to be *pari passu* with the liens securing the 2019 CQP Credit Facilities. See "Description of Notes—Ranking" and "Description of Notes—Security for the Notes."

	As of March 31, 2022, we and our Subsidiary Guarantors had approximately $4.2 billion of indebtedness outstanding (before unamortized premium, discount and debt issuance costs, net), including no secured indebtedness under the 2019 CQP Credit Facilities. As of March 31, 2022, our non-guarantor subsidiaries had approximately $13.1 billion of indebtedness outstanding (before unamortized premium, discount and debt issuance costs, net), all of which rank effectively senior to the New Notes. As of March 31, 2022, we had $750 million of available commitments under the $750 million revolving credit facility under the 2019 CQP Credit Facilities.
Guarantees	The New Notes will be unconditionally, jointly and severally guaranteed by each of CQP's existing subsidiaries (including SPLNG and CTPL) with the exception of SPL and Sabine Pass LNG-LP, LLC ("SPL Member"). SPL Member will become a guarantor under the notes during any Security Requirement Period, provided it is a guarantor or co-obligor under any Material Indebtedness (as defined below). Any other subsidiary that guarantees any Material Indebtedness of CQP will also guarantee the New Notes. Please read "Description of Notes—Subsidiary Guarantees."
Optional Redemption	CQP may, at its option, redeem some or all of the New Notes at any time on or after January 31, 2027, at the redemption prices described herein. Prior to such time, CQP may redeem some or all of the New Notes at 100% of the aggregate principal amount thereof, plus the "applicable premium" and accrued and unpaid interest, if any, to, but not including, the redemption date. In addition, prior to January 31, 2025, CQP may redeem up to 40% of the aggregate principal amount of the New Notes with an amount of cash not greater than the net cash proceeds of certain equity offerings, at a redemption price of 103.25% of the aggregate principal amount of the New Notes being redeemed, plus accrued and unpaid interest, if any, to, but not including, the redemption date. Please read "Description of Notes—Optional Redemption."
Security	The obligations under our 2019 CQP Credit Facilities are secured on a first-priority basis (subject to permitted encumbrances) with liens on (i) substantially all the existing and future tangible and intangible assets and rights of CQP and the Subsidiary Guarantors and equity interests in the Subsidiary Guarantors (except, in each case, for certain excluded properties set forth in the 2019 CQP Credit Facilities) and (ii) substantially all of the real property of SPLNG (except for excluded properties referenced in the 2019 CQP Credit Facilities) (collectively, the "Collateral"). In the event that the aggregate amount of our secured indebtedness and the secured indebtedness of the Subsidiary Guarantors (other than the CQP Senior Notes or any other series of notes issued under the CQP Base Indenture) outstanding at any one time exceeds the greater of (1) $1.5 billion and (2) 10% of net tangible assets, the CQP Senior

	Notes and the notes offered hereby will be secured to the same extent as such obligations under the 2019 CQP Credit Facilities (such period, the "Security Requirement Period"). The liens securing the New Notes, if applicable, will be shared equally and ratably (subject to permitted liens) with the holders of other senior secured obligations, which include the 2019 CQP Credit Facilities obligations and any future additional senior secured debt obligations. A Security Requirement Period is currently not in effect. As of the date of this prospectus, the Old Notes are not and the New Notes will not be secured. See "Description of Notes—Security for the Notes."
Change of Control	If a change of control triggering event occurs, each holder of the notes may require CQP to repurchase all or a portion of the holder's notes at a purchase price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest, if any, to, but not including, the date of settlement. Please read "Description of Notes—Repurchase at the Option of Holders—Change of Control."
Asset Sales	If an asset sale triggering event occurs, we generally must either invest any excess net cash proceeds from such sales in our business within a certain period of time, prepay debt under the 2019 CQP Credit Facilities or non-guarantor subsidiary debt or prepay other senior debt and the notes on a pro rata basis. The purchase price of the New Notes will be 100% of their principal amount, plus accrued and unpaid interest, if any, to the redemption date. See "Description of Notes—Repurchase at the Option of Holders—Asset Sales."
Covenants	The indenture governing the New Notes, among other things, limits our Subsidiary Guarantors' ability to: • create liens or other encumbrances; • engage in certain transactions with affiliates; • enter into sale-leaseback transactions; and • merge or consolidate with another entity or sell all or substantially all of our assets. These covenants are subject to a number of important qualifications and exceptions which are described in "Description of Notes—Covenants."
Risk Factors	You should refer to "Risk Factors" beginning on page 10 of this prospectus, the risk factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2021 and subsequent filings made with the SEC, "Forward-Looking Statements" and the other information included in or incorporated by reference into this prospectus for a discussion of the risk factors you should carefully consider before deciding participate in the exchange offer.

RISK FACTORS

Before deciding to participate in the exchange offer, you should carefully consider the risks and uncertainties described below as well as the risk factors contained in the section titled "Risk Factors" included in our Annual Report on Form 10-K for the year ended December 31, 2021 and subsequent filings made with the SEC. The risk factors included or incorporated by reference herein are some of the important factors that could affect our financial performance or could cause actual results to differ materially from estimates or expectations contained in our forward-looking statements. We may encounter risks in addition to those included or incorporated by reference herein. Additional risks and uncertainties not currently known to us, or that we currently deem to be immaterial, may also impair or adversely affect our business, contracts, financial condition, operating results, cash flow, liquidity, prospects and ability to make payments of interest, premium, if any, and principal on the New Notes.

Risks Relating to the Exchange Offer and the New Notes

If you do not properly tender your Old Notes, you will continue to hold unregistered outstanding notes and your ability to transfer outstanding notes will be adversely affected.

We will only issue New Notes in exchange for Old Notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the Old Notes, and you should carefully follow the instructions on how to tender your Old Notes. Neither we nor the exchange agent is required to tell you of any defects or irregularities with respect to your tender of Old Notes. Please read "The Exchange Offer—Procedures for Tendering" and "Description of Notes."

If you do not exchange your Old Notes for New Notes in the exchange offer, you will continue to be subject to the restrictions on transfer of your Old Notes described in the legend on the certificates for your Old Notes. In general, you may only offer or sell the Old Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. Except in connection with this exchange offer or as required by the registration rights agreement, we do not intend to register resales of the Old Notes under the Securities Act. For further information regarding the consequences of not tendering your Old Notes in the exchange offer, please read "The Exchange Offer—Consequences of Failure to Exchange Old Notes."

Some holders who exchange their Old Notes may be deemed to be underwriters and must deliver a prospectus in connection with resales of the New Notes.

If you exchange your Old Notes in the exchange offer for the purpose of participating in a distribution of the New Notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. If such a holder transfers any New Notes without delivering a prospectus meeting the requirements of the Securities Act or without an applicable exemption from registration under the Securities Act, such a holder may incur liability under the Securities Act. We do not and will not assume or indemnify such a holder against this liability.

Despite our current level of indebtedness, the indenture permits us and our subsidiaries to incur substantially more indebtedness, some of which may be secured. This could further increase the risks associated with our substantial indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The terms of our indenture do not prohibit us or our subsidiaries from doing so. If we incur any additional indebtedness that ranks equally with the New Notes and the guarantees, the holders of that indebtedness will be entitled to share ratably

with the New Notes and the related guarantees in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of us. This may have the effect of reducing the amount of any proceeds paid to you. If our current debt levels increase, the related risks that we and our subsidiaries now face could intensify.

In addition, we and our subsidiaries are permitted to incur aggregate additional secured indebtedness (other than the 4.500% Senior Notes due 2029 (the "2029 CQP Senior Notes"), the 4.000% Senior Notes due 2031 (the "2031 CQP Senior Notes"), the Old Notes or any other series of notes issued under the indenture) up to the greater of (i) $1.5 billion and (ii) 10% of Net Tangible Assets under the terms of the indenture before entering a Security Requirement Period and being required to secure the New Notes to the same extent of such secured indebtedness. As of March 31, 2022, we had $750 million of available commitments under the $750 million revolving credit facility under the 2019 CQP Credit Facilities. The New Notes will be subordinated to any such secured indebtedness, such that the holders of that indebtedness will be entitled to payment from any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of us to the extent of such collateral prior to the holders of the notes. This may have the effect of reducing the amount of any proceeds paid to you in such circumstances. See "Description of Notes—Security for the Notes."

Our future debt levels may impair our financial condition and prevent us from fulfilling our obligations under the New Notes.

As of March 31, 2022, we had $1.2 billion in cash and cash equivalents, $136 million of restricted cash, $750 million of available commitments under the $750 million revolving credit facility under the 2019 CQP Credit Facilities and $17.3 billion of total debt outstanding on a consolidated basis (before unamortized premium, discount and debt issuance costs, net), excluding $832 million of available commitments and $368 million aggregate outstanding letters of credit under the 2020 SPL Working Capital Facility (as defined below). We incur, and will incur, significant interest expense relating to the assets at the Sabine Pass LNG terminal. The level of our future indebtedness could have important consequences to us, including:

- making it more difficult for us to satisfy our obligations with respect to the New Notes, the CQP Senior Notes, the 2019 CQP Credit Facilities governing the CQP Revolving Credit Facility and our other debt agreements;
- limiting our ability to borrow additional amounts to fund working capital, capital expenditures, acquisitions, debt service requirements, the execution of our growth strategy and other activities;
- requiring us to dedicate a substantial portion of our cash flow from operations to pay interest on our debt, which would reduce our cash flow available to fund working capital, capital expenditures, acquisitions, execution of our growth strategy and other activities;
- making us more vulnerable to adverse changes in general economic conditions, our industry and government regulations and in our business by limiting our flexibility in planning for, and making it more difficult for us to react quickly to, changing conditions; and
- placing us at a competitive disadvantage compared with our competitors that have less debt.

In addition, we may not be able to generate sufficient cash flow from our operations to repay our indebtedness when it becomes due and to meet other cash needs. Our ability to service our debt will depend upon, among other things, our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, political, regulatory and other factors, some of which are beyond our control. In addition, our ability to service our debt will depend on market interest rates, since we anticipate that the interest rates applicable to borrowings under the CQP Revolving Credit Facility will fluctuate. If we are not able to pay our debts as they become due, we will be required to pursue one or more alternative strategies, such as selling assets, refinancing or restructuring our indebtedness or selling additional debt or equity securities. We may not be able to refinance our debt or sell additional debt or equity securities or our assets on favorable terms, if at all, and if we must sell our assets, it may negatively affect our ability to generate revenues.

The New Notes will be structurally subordinated to all liabilities of any non-guarantor subsidiaries.

The New Notes will be structurally subordinated to the indebtedness and other liabilities of any of our subsidiaries that do not guarantee the New Notes, including indebtedness of SPL and, when a Security Requirement Period is not in effect and/or they do not guarantee other Material Indebtedness, SPL Member. Any non-guarantor subsidiaries are separate and distinct legal entities and will have no obligation, contingent or otherwise, to pay any amounts due pursuant to the New Notes, or to make any funds available therefor, whether by loans, distributions or other payments. Any right that we or the Subsidiary Guarantors have to receive any assets of any such non-guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of New Notes to realize proceeds from the sale of any of those subsidiaries' assets, will be structurally subordinated to the claims of those subsidiaries' creditors, including trade creditors and holders of preferred equity interests of those subsidiaries. Accordingly, in the event of a bankruptcy, liquidation or reorganization of any such non-guarantor subsidiaries, these non-guarantor subsidiaries will pay the holders of their debts, holders of preferred equity interests and their trade creditors before they will be able to distribute any of their assets to us. As of March 31, 2022, our non-guarantor subsidiaries had approximately $13.1 billion of indebtedness outstanding (before unamortized premium, discount and debt issuance costs, net), all of which would rank effectively senior to the New Notes.

Our existing debt agreements and the indenture governing the notes have substantial restrictions and financial covenants that may restrict our business and financing activities.

We are dependent upon the earnings and cash flow generated by our operations in order to meet our debt service obligations. The operating and financial restrictions and covenants in our 2019 CQP Credit Facilities, the New Notes and any future financing agreements may restrict our ability to finance future operations or capital needs and to engage in or expand our business activities. For example, our 2019 CQP Credit Facilities and the indenture governing the notes restrict our ability to, among other things:

- sell or otherwise dispose of a portion of our assets;
- engage in certain transactions with affiliates;
- enter into sale-leaseback transactions; and
- merge or consolidate with another entity or sell all or substantially all of our assets.

In addition, our 2019 CQP Credit Facilities contain covenants requiring us to maintain certain financial ratios and limits our ability to create liens or other encumbrances.

Our future ability to comply with these restrictions and covenants is uncertain and will be affected by the levels of cash flow from our operations and other events or circumstances beyond our control. If market or other economic conditions deteriorate, our ability to comply with these covenants may be impaired. If we violate any provisions of our 2019 CQP Credit Facilities or the notes that are not cured or waived within the appropriate time period *provided therein*, a significant portion of our indebtedness may become immediately due and payable and the commitment of our CQP Revolving Credit Facility lenders to make further loans to us may terminate. We might not have, or be able to obtain, sufficient funds to make these accelerated payments.

The Intercreditor Agreement limits the rights of holders of the notes with respect to the Collateral, even during an event of default.

Under the terms of the Intercreditor Agreement, any actions that may be taken in respect of the Collateral, including the ability to cause the commencement of enforcement proceedings against the Collateral and the release of the Collateral from any lien, will be at the direction of the administrative agent under the 2019 CQP Credit Facilities prior to the discharge of the obligations under the 2019 CQP Credit Facilities and until 180 days has passed after an event of default occurred under additional first lien debt. Neither the trustee nor the collateral

agent, on behalf of the holders of New Notes, would have the ability to control or to direct such actions, even if an event of default under the New Notes has occurred, except in limited circumstances. See "Description of Notes—Security for the Notes—Intercreditor Agreement." In addition, subject to limitations adversely affecting the equal and ratable treatment of the security interest of the trustee or imposing new material obligations on the trustee, the collateral agent would be entitled, without the consent of holders of the New Notes or the trustee, to amend the terms of the security documents securing the New Notes and to release the liens of the secured parties on any part of the Collateral in accordance with the terms of such agreement. The Collateral so released would no longer secure obligations under the New Notes. See "Description of Notes—Security for the Notes—Collateral Agency Agreement" and "—Security for the Notes."

As of the date of this prospectus, the trustee is not a party to the Intercreditor Agreement and the note obligations are not secured by the Collateral currently securing the 2019 CQP Credit Facilities.

Upon the occurrence of an event of default, the proceeds from the sale of Collateral may be insufficient to satisfy our obligations under the notes and the Subsidiary Guarantors' obligations under the Subsidiary Guarantees.

Upon the occurrence of an event of default, if the Security Requirement Period is then in effect, the proceeds from the sale of Collateral may be insufficient to satisfy our obligations under the notes and the Subsidiary Guarantors' obligations under any Subsidiary Guarantees. No appraisals of any of the Collateral have been prepared in connection with the issuance of the notes or this exchange. Moreover, the amount to be received upon such sale would be dependent upon numerous factors, including market conditions at the time of sale, as well as the timing and manner of the sale. By its nature, all or some of the Collateral will be illiquid and may have no readily ascertainable market value. In addition, some of the Collateral is subject to access rights and agreements with lenders to our subsidiaries. Accordingly, there can be no assurance that the Collateral, if saleable, can be sold in a short period of time.

Federal and state statutes allow courts, under specific circumstances, to void subsidiary guarantees and require noteholders to return payments received from the Subsidiary Guarantors.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a subsidiary's guarantee of the New Notes could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor, if, among other things, the guarantor, at the time it incurred the debt evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee;
- was insolvent or rendered insolvent by reason of such incurrence;
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor, or to a fund for the benefit of our creditors or the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

- if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

We may not have the funds necessary to finance the repurchase of the New Notes in connection with a change of control offer required by the indenture.

Upon the occurrence of a change of control, which is followed by a ratings decline within 90 days of the earlier of the change of control and public notice thereof, the indenture governing the notes will require us to make an offer to repurchase the notes at 101% of the principal amount thereof, plus accrued and unpaid interest (and liquidated damages, if any) to, but not including, the date of repurchase. However, it is possible that we will not have sufficient funds, or the ability to raise sufficient funds, at the time of the change of control to make the required repurchase of the New Notes. In addition, restrictions under our 2019 CQP Credit Facilities may not allow us to make a repurchase of the New Notes upon a change of control. If we could not refinance such credit facilities or otherwise obtain a waiver from the lenders thereunder, we would be prohibited from repurchasing the New Notes, which would constitute an event of default under the indenture. Because the definition of change of control under our 2019 CQP Credit Facilities differs from that under the indenture that governs the New Notes, there may be a change of control and resulting default under our 2019 CQP Credit Facilities at a time when no change of control has occurred under the indenture. Please read “Description of Notes—Repurchase at the Option of Holders—Change of Control.”

Holders of the notes may not be able to determine when a change of control giving rise to their right to have the New Notes repurchased has occurred following a sale of “substantially all” of our assets.

The definition of change of control in the indenture governing the notes includes a phrase relating to the sale of “all or substantially all” of our assets. There is no precise established definition of the phrase “substantially all” under applicable law. Accordingly, the ability of a holder of New Notes to require us to repurchase its notes as a result of a sale of less than all our assets to another person may be uncertain.

Your right to receive payments under the New Notes will be effectively subordinated to indebtedness secured by our assets.

The New Notes will be effectively subordinated to any secured debt we may incur. In the event of a liquidation, dissolution, reorganization, bankruptcy or similar proceeding involving us or our subsidiaries, such assets that serve as collateral for such other secured debt will be available to satisfy the obligations under such secured debt before any payments are made on the New Notes.

If an active trading market does not develop for the New Notes you may not be able to resell them.

Currently, there is no trading market for the New Notes, and we cannot assure you that an active trading market will develop. If no active trading market develops, you may not be able to resell your notes at their fair market value or at all. Future trading prices of the New Notes will depend on many factors, including, among other things, prevailing interest rates, our operating results and the market for similar securities. We do not intend to apply to list the New Notes on any securities exchange.

The ratings of the New Notes may be lowered or withdrawn.

The ratings address the likelihood of timely payment of the scheduled interest and principal on each scheduled payment date. The ratings do not address the likelihood of payment of any overdue interest, premiums or any other amounts payable in respect of the New Notes or the timeliness of any accelerated principal payments coming due as the result of the occurrence of an event of default. A rating is not a recommendation to buy, sell or hold a note (or beneficial interests therein) and is subject to revision or withdrawal in the future by each rating agency.

Changes in our credit rating could adversely affect the market price or liquidity of the New Notes.

Credit rating agencies continually revise their ratings for the companies that they follow. Credit rating agencies also evaluate our industry as a whole and may change their credit ratings for us based on their overall view of our industry. We cannot be sure that credit rating agencies will maintain their initial ratings on the New Notes. A negative change in our ratings could have an adverse effect on the trading price or liquidity of the New Notes.

Our tax treatment depends on our status as a partnership for federal income tax purposes. If the Internal Revenue Service ("IRS") were to treat us as a corporation for federal income tax purposes, or otherwise subject us to entity-level taxation, it could substantially reduce the amount of cash available for payment of principal and interest on the New Notes.

If we were treated as a corporation for federal income tax purposes, we would be subject to federal income tax on our taxable income at the corporate tax rate, which is currently a maximum of 21%, and would likely also be subject to state income tax at varying rates. Treatment of us as a corporation would result in a material reduction in our anticipated cash flow, which could materially and adversely affect our ability to make payments on the New Notes.

Current law may change so as to cause us to be treated as a corporation for federal income tax purposes or otherwise subject us to entity-level taxation. Members of Congress frequently propose and consider substantive changes to the existing federal income tax laws that would affect publicly traded partnerships, including proposals that would eliminate our ability to qualify for partnership tax treatment. We are unable to predict whether any such changes or any other proposals will ultimately be enacted. Moreover, any changes to the federal income tax laws and interpretations thereof may or may not be applied retroactively. Any such changes could negatively impact our ability to make payments on the New Notes. At the state level, changes in current state law may subject us to additional entity-level taxation by individual states. Because of state budget deficits and other reasons, several states have been evaluating ways to subject partnerships to entity-level taxation through the imposition of state income, franchise and other forms of taxation. Imposition of any such taxes could substantially reduce the cash available to make payments on the New Notes.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement we entered into in connection with the private offering of the Old Notes. We will not receive any proceeds from the issuance of the New Notes in the exchange offer. In consideration for issuing the New Notes as contemplated in this prospectus, we will receive, in exchange, outstanding Old Notes in like principal amount. We will cancel all of the Old Notes surrendered in exchange for New Notes in the exchange offer. As a result, the issuance of the New Notes will not result in any increase or decrease in our indebtedness.

DESCRIPTION OF OTHER INDEBTEDNESS

The following is a summary of our material outstanding indebtedness. It does not include all of the provisions of our material indebtedness, does not purport to be complete and is qualified in its entirety by reference to the provisions of the instruments and agreements described.

2019 CQP Credit Facilities

In May 2019, we entered into the $1.5 billion senior secured credit facilities due 2024 (the "2019 CQP Credit Facilities"), which consisted of the $750 million term loan, which was prepaid and terminated upon issuance of the 2029 CQP Senior Notes in September 2019, and the $750 million revolving credit facility ("CQP Revolving Credit Facility"). Borrowings under the 2019 CQP Credit Facilities will be used to fund the development and construction of Train 6 of the Liquefaction Project and for general corporate purposes, subject to a sublimit, and the 2019 CQP Credit Facilities are also available for the issuance of letters of credit. As of March 31, 2022, we had $750 million of available commitments and no letters of credit issued or loans outstanding under the 2019 CQP Credit Facilities.

The 2019 CQP Credit Facilities mature on May 29, 2024. Any outstanding balance may be repaid, in whole or in part, at any time without premium or penalty, except for interest rate breakage costs. The 2019 CQP Credit Facilities contain conditions precedent for extensions of credit, as well as customary affirmative and negative covenants, and limit our ability to make restricted payments, including distributions, to once per fiscal quarter and one true-up per fiscal quarter, as long as certain conditions are satisfied.

The 2019 CQP Credit Facilities are unconditionally guaranteed and secured by a first priority lien (subject to permitted encumbrances) on substantially all of our and the Subsidiary Guarantors' existing and future tangible and intangible assets and rights and equity interests in the Subsidiary Guarantors (except, in each case, for certain excluded properties set forth in the 2019 CQP Credit Facilities).

CQP Senior Notes

We currently have the following series of notes (the "CQP Senior Notes") outstanding:

- $1.5 billion of 2029 CQP Senior Notes;
- $1.5 billion of 2031 CQP Senior Notes; and
- $1.2 billion of Old Notes.

The CQP Senior Notes are jointly and severally guaranteed by each of our subsidiaries other than SPL and, subject to certain conditions governing its guarantee, Sabine Pass LP. The CQP Senior Notes are governed by the same base indenture (the "CQP Base Indenture"), dated as of September 18, 2017. The 2029 CQP Senior Notes are further governed by the third supplemental indenture, dated as of September 12, 2019, the 2031 CQP Senior Notes are further governed by the fifth supplemental indenture, dated as of March 11, 2021 and the Old Notes are further governed by a sixth supplemental indenture, dated as of September 27, 2021. The indentures governing the CQP Senior Notes contain terms and events of default and certain covenants that, among other things, limit our ability and the ability of the Subsidiary Guarantors to incur liens and sell assets, enter into transactions with affiliates, enter into sale-leaseback transactions and consolidate, merge or sell, lease or otherwise dispose of all or substantially all of the applicable entity's properties or assets.

At any time prior to October 1, 2024 for the 2029 CQP Senior Notes, March 1, 2026 for the 2031 CQP Senior Notes and January 31, 2027 for the Old Notes, we may redeem all or a part of the applicable CQP Senior Notes at a redemption price equal to 100% of the aggregate principal amount of the CQP Senior Notes redeemed, plus the "applicable premium" set forth in the respective indentures governing the CQP Senior Notes, plus accrued

and unpaid interest, if any, to the date of redemption. In addition, at any time prior to October 1, 2024 for the 2029 CQP Senior Notes, March 1, 2024 for the 2031 CQP Senior Notes and January 31, 2025 for the Old Notes, we may redeem up to 35%, and in the case of the Old Notes, up to 40%, of the aggregate principal amount of the CQP Senior Notes with an amount of cash not greater than the net cash proceeds from certain equity offerings at a redemption price equal to 104.500% of the aggregate principal amount of the 2029 CQP Senior Notes, 104.000% of the aggregate principal amount of the 2031 CQP Senior Notes and 103.25% of the aggregate principal amount of the Old Notes redeemed, plus accrued and unpaid interest, if any, to the date of redemption. We also may at any time on or after October 1, 2024 through the maturity date of October 1, 2029 for the 2029 CQP Senior Notes, March 1, 2026 through the maturity date of March 1, 2031 for the 2031 CQP Senior Notes and January 31, 2027 through the maturity date of January 31, 2032 for the Old Notes, redeem the CQP Senior Notes, in whole or in part, at the redemption prices set forth in the respective indentures governing the CQP Senior Notes.

The CQP Senior Notes are our senior obligations, ranking equally in right of payment with our other existing and future unsubordinated debt and senior to any of our future subordinated debt. After applying the proceeds from the 2026 CQP Senior Notes, the CQP Senior Notes became unsecured. In the event that the aggregate amount of our secured indebtedness and the secured indebtedness of the Subsidiary Guarantors (other than the CQP Senior Notes or any other series of notes issued under the CQP Base Indenture) outstanding at any one time exceeds the greater of (1) $1.5 billion and (2) 10% of net tangible assets, the CQP Senior Notes will be secured to the same extent as such obligations under the 2019 CQP Credit Facilities. The obligations under the 2019 CQP Credit Facilities are secured on a first-priority basis (subject to permitted encumbrances) with liens on substantially all our existing and future tangible and intangible assets and our rights and the rights of the Subsidiary Guarantors and equity interests in the Subsidiary Guarantors (except, in each case, for certain excluded properties set forth in the 2019 CQP Credit Facilities). The liens securing the CQP Senior Notes, if applicable, will be shared equally and ratably (subject to permitted liens) with the holders of other senior secured obligations, which include the 2019 CQP Credit Facilities obligations and any future additional senior secured debt obligations.

The Subsidiary Guarantors' guarantees are full and unconditional, subject to certain release provisions including (1) the sale, disposition or transfer (by merger, consolidation or otherwise) of the capital stock or all or substantially all of the assets of the Subsidiary Guarantors, (2) upon the liquidation or dissolution of a Guarantor, (3) following the release of a Guarantor from its guarantee obligations and (4) upon the legal defeasance or satisfaction and discharge of obligations under the indenture governing the CQP Senior Notes. In the event of a default in payment of the principal or interest by us, whether at maturity of the CQP Senior Notes or by declaration of acceleration, call for redemption or otherwise, legal proceedings may be instituted against the Subsidiary Guarantors to enforce the guarantee.

The rights of holders of the CQP Senior Notes against the Subsidiary Guarantors may be limited under the U.S. Bankruptcy Code or state fraudulent transfer or conveyance law. Each guarantee contains a provision intended to limit the Guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent conveyance or transfer under U.S. federal or state law. However, there can be no assurance as to what standard a court will apply in making a determination of the maximum liability of the Subsidiary Guarantors. Moreover, this provision may not be effective to protect the guarantee from being voided under fraudulent conveyance laws. There is a possibility that the entire guarantee may be set aside, in which case the entire liability may be extinguished.

2020 SPL Working Capital Facility

On March 19, 2020, SPL entered into the 2020 SPL Working Capital Facility with aggregate commitments of $1.2 billion (the "2020 SPL Working Capital Facility"), which replaced the $1.2 billion Amended and Restated SPL Working Capital Facility (the "2015 SPL Working Capital Facility"). The 2020 SPL Working Capital Facility is intended to be used for loans for SPL, swing line loans to SPL and the issuance of letters of credit on behalf of SPL, primarily for (1) the refinancing of the 2015 SPL Working Capital Facility, (2) fees and expenses

related to the 2020 SPL Working Capital Facility, (3) SPL's gas purchase obligations and (4) SPL and certain of its future subsidiaries' general corporate purposes. SPL may, from time to time, request increases in the commitments under the 2020 SPL Working Capital Facility of up to $800 million. As of March 31, 2022, SPL had $832 million of available commitments, $368 million aggregate amount of issued letters of credit and no outstanding borrowings under the 2020 SPL Working Capital Facility.

Loans under the 2020 SPL Working Capital Facility accrue interest at a variable rate per annum equal to LIBOR or the base rate (equal to the highest of the senior facility agent's published prime rate, the federal funds rate, as published by the Federal Reserve Bank of New York, plus 0.50% and one month LIBOR plus 1.00%), plus the applicable margin. The applicable margin for Eurodollar rate loans and base rate loans, respectively, under the 2020 SPL Working Capital Facility is the percent per annum set forth below under the caption "Applicable Margin for Eurodollar Rate Loans" and "Applicable Margin for ABR Loans," respectively, based upon the level corresponding to the ratings applicable on such date.

Level	Designated Rating	Applicable Margin for Eurodollar Rate Loans (% p.a.)	Applicable Margin for ABR Loans (% p.a.)	Commitment Fee (% p.a.)
I	> = Baa1 / BBB+/BBB+	1.125%	0.125%	0.100%
II	Baa2 / BBB/BBB	1.250%	0.250%	0.150%
III	Baa3 / BBB-/BBB-	1.500%	0.500%	0.200%
IV	BB+/Ba1/BB+	1.625%	0.625%	0.250%
V	<BB+/Ba1/BB+	1.750%	0.750%	0.300%

SPL pays a commitment fee equal to the rate set forth above under the caption "Commitment Fee" (depending on SPL's then-current rating), which accrues on the daily amount of the total commitment less the sum of (1) the outstanding principal amount of SPL Working Capital Loans, (2) letters of credit issued and (3) the outstanding principal amount of SPL Swing Line Loans. If draws are made upon a letter of credit issued under the SPL Working Capital Facility and SPL does not elect for such draw to be deemed an SPL LC Loan (an "SPL LC Draw"), SPL is required to pay the full amount of the SPL LC Draw on or prior to noon eastern time on the business day of the SPL LC Draw. An SPL LC Draw accrues interest at the base rate plus the applicable margin. As of March 31, 2022, no SPL LC Draws had been made upon any letters of credit issued under the SPL Working Capital Facility.

The 2020 SPL Working Capital Facility matures on March 19, 2025, but may be extended with consent of the lenders. The 2020 SPL Working Capital Facility provides for mandatory prepayments under customary circumstances.

The 2020 SPL Working Capital Facility contains customary conditions precedent for extensions of credit, as well as customary affirmative and negative covenants. SPL is restricted from making certain distributions under agreements governing its indebtedness generally until, among other requirements, satisfaction of a 12-month forward-looking and backward-looking 1.25:1.00 debt service reserve ratio test. SPL's obligations under the 2020 SPL Working Capital Facility are secured by substantially all of the assets of SPL as well as a pledge of all of SPL's and certain future subsidiaries' membership interests on a *pari passu* basis by a first priority lien with the SPL Senior Notes (as defined below).

SPL Senior Notes

SPL currently has the following senior notes (the "SPL Senior Notes") outstanding:

- $1.5 billion of 5.625% Senior Secured Notes due 2023;
- $2.0 billion of 5.75% Senior Secured Notes due 2024;
- $2.0 billion of 5.625% Senior Secured Notes due 2025;

- $1.5 billion of 5.875% Senior Secured Notes due 2026 (the "2026 SPL Senior Notes");
- $1.5 billion of 5.00% Senior Secured Notes due 2027 (the "2027 SPL Senior Notes");
- $1.35 billion of 4.200% Senior Secured Notes due 2028 (the "2028 SPL Senior Notes");
- $2.0 billion of 4.500% Senior Notes due 2030 (the "2030 SPL Senior Notes"); and
- $1.282 billion of 4.27% weighted average Senior Secured Notes due 2037 (the "2037 SPL Senior Notes").

The terms of the SPL Senior Notes (except for the 2037 SPL Senior Notes) are governed by a common indenture (the "SPL Common Indenture"). The terms of the 2037 SPL Senior Notes are governed by several indentures, each substantially similar to the SPL Common Indenture (the "SPL 2037 Indenture", and together with the SPL Common Indenture, the "SPL Indentures"). Semi-annual principal payments for the 2037 SPL Senior Notes are due on March 15 and September 15 of each year, beginning September 15, 2025. Interest on the SPL Senior Notes is payable semi-annually in arrears. Subject to permitted liens, the SPL Senior Notes are secured on a *pari passu* first-priority basis by a security interest in all of the membership interests in SPL and substantially all of SPL's assets.

At any time prior to three months before the respective dates of maturity for each series of the SPL Senior Notes (except for the 2026 SPL Senior Notes, the 2027 SPL Senior Notes, the 2028 SPL Senior Notes, the 2030 SPL Senior Notes and the 2037 SPL Senior Notes, in which case the time period is six months before the respective dates of maturity), SPL may redeem all or part of such series of the SPL Senior Notes at a redemption price equal to the "make-whole" price set forth in the SPL Indenture and 2037 SPL Senior Notes Indenture, as applicable, plus accrued and unpaid interest, if any, to the date of redemption. SPL may also, at any time within three months of the respective maturity dates for each series of the SPL Senior Notes (except for the 2026 SPL Senior Notes, the 2027 SPL Senior Notes, the 2028 SPL Senior Notes, the 2030 SPL Senior Notes and the 2037 SPL Senior Notes, in which case the time period is within six months of the respective dates of maturity), redeem all or part of such series of the SPL Senior Notes at a redemption price equal to 100% of the principal amount of such series of the SPL Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption.

The SPL Indentures include restrictive covenants. SPL may incur additional indebtedness in the future, including by issuing additional notes, and such indebtedness could be at higher interest rates and have different maturity dates and more restrictive covenants than the current outstanding indebtedness of SPL, including the SPL Senior Notes and the 2020 SPL Working Capital Facility. Under the SPL Indentures, SPL may not make any distributions until, among other requirements, deposits are made into debt service reserve accounts as required and a debt service coverage ratio for the prior 12-month period and a projected debt service coverage ratio for the upcoming 12-month period of 1.25:1.00 are satisfied.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

On September 27, 2021, we sold $1.2 billion aggregate principal amount of the Old Notes in a private placement. The Old Notes were sold to the initial purchasers who in turn resold the Old Notes to a limited number of qualified institutional buyers pursuant to Rule 144A of the Securities Act and to certain non-U.S. persons within the meaning of Regulation S under the Securities Act.

In connection with the sale of the Old Notes, we entered into a registration rights agreement with the initial purchasers of the Old Notes, pursuant to which we agreed to file and to use our reasonable best efforts to cause to be declared effective by the SEC a registration statement with respect to the exchange of the Old Notes for the New Notes. We are making the exchange offer to fulfill our contractual obligations under that agreement. A copy of the registration rights agreement has been filed as an exhibit to the registration statement of which this prospectus is a part.

Pursuant to the exchange offer, we will issue the New Notes in exchange for the Old Notes. The terms of the New Notes are identical in all material respects to those of the Old Notes, except that the New Notes (1) have been registered under the Securities Act and therefore will not be subject to certain transfer restrictions applicable to the Old Notes and (2) will not have registration rights or provide for any liquidated damages related to the obligation to register. Please read “Description of Notes” for more information on the terms of the New Notes.

We are not making the exchange offer to, and will not accept tenders for exchange from, holders of Old Notes in any jurisdiction in which an exchange offer or the acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction. Unless the context requires otherwise, the term “holder” with respect to the exchange offer means any person in whose name the Old Notes are registered on our books or any other person who has obtained a properly completed bond power from the registered holder, or any person whose Old Notes are held of record by DTC, who desires to deliver such Old Notes by book-entry transfer at DTC.

We make no recommendation to the holders of Old Notes as to whether to tender or refrain from tendering all or any portion of their Old Notes pursuant to the exchange offer. In addition, no one has been authorized to make any such recommendation. Holders of Old Notes must make their own decision whether to tender pursuant to the exchange offer and, if so, the aggregate amount of Old Notes to tender after reading this prospectus and the letter of transmittal and consulting with their advisors, if any, based on their own financial position and requirements.

- In order to participate in the exchange offer, you must represent to us, among other things, that:
- you are acquiring the New Notes in the exchange offer in the ordinary course of your business;
- you do not have, and to your knowledge, no one receiving New Notes from you has, any arrangement or understanding with any person to participate in the distribution of the New Notes;
- you are not one of our or our Subsidiary Guarantors’ “affiliates,” as defined in Rule 405 of the Securities Act;
- you are not engaged in, and do not intend to engage in, a distribution of the New Notes; and
- if you are a broker-dealer that will receive New Notes for your own account in exchange for Old Notes acquired as a result of market-making or other trading activities, you may be a statutory underwriter and will deliver a prospectus in connection with any resale of the New Notes.

Please read “Plan of Distribution.”

Terms of Exchange

Upon the terms and conditions described in this prospectus and in the accompanying letter of transmittal, which together constitute the exchange offer, we will accept for exchange Old Notes that are properly tendered at or

before the expiration time and not properly withdrawn as permitted below. As of the date of this prospectus, $1.2 billion aggregate principal amount of the Old Notes are outstanding. This prospectus, together with the letter of transmittal, is first being sent on or about the date on the cover page of the prospectus to all holders of Old Notes known to us. Old Notes tendered in the exchange offer must be in denominations of principal amount of $2,000 and any integral multiple of $1,000 in excess of $2,000.

Our acceptance of the tender of Old Notes by a tendering holder will form a binding agreement between the tendering holder and us upon the terms and subject to the conditions provided in this prospectus and in the accompanying letter of transmittal.

The form and terms of the New Notes being issued in the exchange offer are the same as the form and terms of the Old Notes except that the New Notes being issued in the exchange offer:

- will have been registered under the Securities Act;
- will not bear the restrictive legends restricting their transfer under the Securities Act;
- will not contain the registration rights contained in the Old Notes; and
- will not contain the liquidated damages provisions relating to the Old Notes.

Expiration, Extension and Amendment

The expiration time of the exchange offer is 5:00 p.m., New York City time, on , 2022. However, we may, in our sole discretion, extend the period of time for which the exchange offer is open and set a later expiration date for the offer. The term "expiration time" as used herein means the latest time and date at which the exchange offer expires, after any extension by us (if applicable). If we decide to extend the exchange offer period, we will then delay acceptance of any Old Notes by giving oral or written notice of an extension to the holders of Old Notes as described below. During any extension period, all Old Notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us. Any Old Notes not accepted for exchange will be returned promptly to the tendering holder after the expiration or termination of the exchange offer.

Our obligation to accept Old Notes for exchange in the exchange offer is subject to the conditions described below under "—Conditions to the Exchange Offer." We may decide to waive any of the conditions in our discretion. Furthermore, we reserve the right to amend or terminate the exchange offer, and not to accept for exchange any Old Notes not previously accepted for exchange, upon the occurrence of any of the conditions of the exchange offer specified below under the same heading. We will give oral or written notice of any extension, amendment, non-acceptance or termination to the holders of the Old Notes as promptly as practicable. If we amend the exchange offer in a manner that we determine to constitute a material change, we will promptly disclose such amendment by means of a prospectus supplement. The prospectus supplement will be distributed to the registered holders of the Old Notes. Depending upon the significance of the amendment and the manner of disclosure to the registered holders, we may extend the exchange offer. In the event of a material change in the exchange offer, including the waiver by us of a material condition, we will extend the exchange offer period, if necessary, so that at least five business days remain in the exchange offer period following notice of the material change. We will notify you of any extension by means of a press release or other public announcement no later than 9:00 a.m., New York City time, on the first business day after the previously scheduled expiration time.

Procedures for Tendering

Valid Tender

A tendering holder must, prior to the expiration time, transmit to The Bank of New York Mellon, the exchange agent, at the address listed below under the caption "—Exchange Agent":

- a properly completed and duly executed letter of transmittal, including all other documents required by the letter of transmittal; or

- if Old Notes are tendered in accordance with the book-entry procedures listed below, an agent's message transmitted through DTC's Automated Tender Offer Program, referred to as ATOP.

We are not providing for guaranteed delivery procedures, and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC on or prior to the expiration time. If you hold your Old Notes through a broker, dealer, commercial bank, trust company or other nominee, you should consider that such entity may require you to take action with respect to the exchange offer a number of days before the expiration time in order for such entity to tender notes on your behalf on or prior to the expiration time. Tenders not completed on or prior to 5:00 p.m., New York City time, on , 2022 will be disregarded and of no effect.

In addition, you must:

- deliver certificates, if any, for the Old Notes to the exchange agent at or before the expiration time; or
- deliver a timely confirmation of the book-entry transfer of the Old Notes into the exchange agent's account at DTC, the book-entry transfer facility, along with the letter of transmittal or an agent's message.

The term "agent's message" means a message, transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation, that states that DTC has received an express acknowledgment that the tendering holder agrees to be bound by the letter of transmittal and that we may enforce the letter of transmittal against such holder.

If the letter of transmittal is signed by a person other than the registered holder of Old Notes, the letter of transmittal must be accompanied by a written instrument of transfer or exchange in satisfactory form duly executed by the registered holder with the signature guaranteed by an eligible institution. The Old Notes must be endorsed or accompanied by appropriate powers of attorney. In either case, the Old Notes must be signed exactly as the name of any registered holder appears on the Old Notes.

If the letter of transmittal or any Old Notes or powers of attorney are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, these persons should so indicate when signing. Unless waived by us, proper evidence satisfactory to us of their authority to so act must be submitted.

By tendering, each holder will represent to us that, among other things, the person is not our affiliate or an affiliate of any of our Subsidiary Guarantors, the New Notes are being acquired in the ordinary course of business of the person receiving the New Notes, whether or not that person is the holder, and neither the holder nor the other person has any arrangement or understanding with any person to participate in the distribution of the New Notes. Each broker-dealer must represent that it is not engaged in, and does not intend to engage in, a distribution of the New Notes, and each broker-dealer that receives New Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. Please read "Plan of Distribution."

The method of delivery of Old Notes, letters of transmittal and all other required documents is at your election and risk, and the delivery will be deemed made only upon actual receipt or confirmation by the exchange agent. If the delivery is by mail, we recommend that you use registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery. Holders tendering through DTC's ATOP system should allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such dates.

No Old Notes, agent's messages, letters of transmittal or other required documents should be sent to us. Delivery of all Old Notes, agent's messages, letters of transmittal and other documents must be made to the exchange

agent. Holders may also request their respective brokers, dealers, commercial banks, trust companies or nominees to effect such tender for such holders.

If you are a beneficial owner whose Old Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and wish to tender, you should promptly instruct the registered holder to tender on your behalf. Any registered holder that is a participant in DTC's ATOP system may make book-entry delivery of the Old Notes by causing DTC to transfer the Old Notes into the exchange agent's account. The tender by a holder of Old Notes, including pursuant to the delivery of an agent's message through DTC's ATOP system, will constitute an agreement between such holder and us in accordance with the terms and subject to the conditions set forth herein and in the letter of transmittal.

All questions as to the validity, form, eligibility, time of receipt and withdrawal of the tendered Old Notes will be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any and all Old Notes not validly tendered or any Old Notes which, if accepted, would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any irregularities or conditions of tender as to particular Old Notes. Our interpretation of the terms and conditions of this exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as we shall determine. Although we intend to notify you of defects or irregularities with respect to tenders of Old Notes, none of us, the exchange agent, or any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of Old Notes, nor shall any of them incur any liability for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such irregularities have been cured or waived. Any Old Notes received by the exchange agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost to such holder by the exchange agent, unless otherwise provided in the letter of transmittal, promptly following the expiration date of the exchange offer.

Although we have no present plan to acquire any Old Notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any Old Notes that are not tendered in the exchange offer, we reserve the right, in our sole discretion, to purchase or make offers for any Old Notes after the expiration date of the exchange offer, from time to time, through open market or privately negotiated transactions, one or more additional exchange or tender offers, or otherwise, as permitted by law, the indenture and our other debt agreements. Following consummation of this exchange offer, the terms of any such purchases or offers could differ materially from the terms of this exchange offer.

Signature Guarantees

Signatures on a letter of transmittal or a notice of withdrawal must be guaranteed, unless the Old Notes surrendered for exchange are tendered:

- by a registered holder of the Old Notes who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal, or
- for the account of an "eligible institution."

If signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, the guarantees must be by an "eligible institution." An "eligible institution" is an "eligible guarantor institution" meeting the requirements of the registrar for the notes within the meaning of Rule 17Ad-15 under the Exchange Act.

Book-entry Transfer

The exchange agent will make a request to establish an account for the Old Notes at DTC for purposes of the exchange offer. Any financial institution that is a participant in DTC's system may make book-entry delivery of

Old Notes by causing DTC to transfer those Old Notes into the exchange agent's account at DTC in accordance with DTC's procedure for transfer. The participant should transmit its acceptance to DTC at or prior to the expiration time. DTC will verify this acceptance, execute a book-entry transfer of the tendered Old Notes into the exchange agent's account at DTC and then send to the exchange agent confirmation of this book-entry transfer. The confirmation of this book-entry transfer will include an agent's message confirming that DTC has received an express acknowledgment from this participant that this participant has received and agrees to be bound by the letter of transmittal and that we may enforce the letter of transmittal against this participant.

Delivery of New Notes issued in the exchange offer may be effected through book-entry transfer at DTC. However, the letter of transmittal or facsimile of it or an agent's message, with any required signature guarantees and any other required documents, must be transmitted to and received by the exchange agent at the address listed under "—Exchange Agent" at or prior to the expiration time.

Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the exchange agent.

Determination of Validity

We will determine in our sole discretion all questions as to the validity, form and eligibility of Old Notes tendered for exchange. This discretion extends to the determination of all questions concerning the timing of receipts and acceptance of tenders. These determinations will be final and binding. We reserve the right to reject any particular Old Note not properly tendered or of which our acceptance might, in our judgment or our counsel's judgment, be unlawful. We also reserve the right to waive any defects or irregularities or conditions of the exchange offer as to any particular old note either before or after the expiration time, including the right to waive the ineligibility of any tendering holder. Our interpretation of the terms and conditions of the exchange offer as to any particular Old Note either before or after the applicable expiration time, including the letter of transmittal and the instructions to the letter of transmittal, shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within a reasonable period of time.

Neither we, the exchange agent nor any other person will be under any duty to give notification of any defect or irregularity in any tender of Old Notes. Moreover, neither we, the exchange agent nor any other person will incur any liability for failing to give notifications of any defect or irregularity.

Acceptance of Old Notes for Exchange; Issuance of New Notes

Upon the terms and subject to the conditions of the exchange offer, we will accept, promptly after the expiration time, all Old Notes properly tendered. We will issue the New Notes promptly after the expiration time. For purposes of an exchange offer, we will be deemed to have accepted properly tendered Old Notes for exchange when, as and if we have given oral or written notice to the exchange agent, with prompt written confirmation of any oral notice.

For each Old Note accepted for exchange, the holder will receive a New Note registered under the Securities Act having a principal amount equal to that of the surrendered Old Note. Under the registration rights agreement, we may be required to make additional payments of interest to the holders of the Old Notes under circumstances relating to the timing of the exchange offer.

In all cases, issuance of New Notes for Old Notes will be made only after timely receipt by the exchange agent of:

- a certificate for the Old Notes, or a timely book-entry confirmation of the Old Notes, into the exchange agent's account at the book-entry transfer facility;

- a properly completed and duly executed letter of transmittal or an agent's message; and
- all other required documents.

Unaccepted or non-exchanged Old Notes will be returned promptly without expense to the tendering holder of the Old Notes. In the case of Old Notes tendered by book-entry transfer in accordance with the book-entry procedures described above, the non-exchanged Old Notes will be credited to an account maintained with DTC promptly after the expiration or termination of the exchange offer.

Interest Payments on the New Notes

The New Notes will bear interest from the most recent date to which interest has been paid on the Old Notes for which they were exchanged, or if interest has not been paid in respect of the Old Notes, then from the date the Old Notes were first issued. Accordingly, registered holders of New Notes on the relevant record date for the first interest payment date following the completion of the exchange offer will receive interest accruing from the date the Old Notes were issued or, if interest has already been paid on the Old Notes, the most recent interest payment date on the Old Notes. Old Notes accepted for exchange will cease to accrue interest from and after the date of completion of the exchange offer, and upon the consummation of the exchange offer, no amount will be paid in respect of previously accrued interest on the Old Notes that are exchanged for New Notes.

Withdrawal Rights

Tender of Old Notes may be properly withdrawn at any time before 5:00 p.m., New York City time, on the expiration date of the exchange offer.

For a withdrawal to be effective with respect to Old Notes, the exchange agent must receive a written notice of withdrawal before the expiration time delivered by hand or overnight by courier at the address indicated under "—Exchange Agent" or, in the case of eligible institutions, a properly transmitted "Request Message" through DTC's ATOP system. Any notice of withdrawal must:

- specify the name of the person, referred to as the depositor, having tendered the Old Notes to be withdrawn;
- identify the Old Notes to be withdrawn, including certificate numbers and principal amount of the Old Notes;
- contain a statement that the holder is withdrawing its election to have the Old Notes exchanged;
- other than a notice transmitted through DTC's ATOP system, be signed by the holder in the same manner as the original signature on the letter of transmittal by which the Old Notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer to have the trustee with respect to the Old Notes register the transfer of the Old Notes in the name of the person withdrawing the tender; and
- specify the name in which the Old Notes are registered, if different from that of the depositor.

If certificates for Old Notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of these certificates the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and signed notice of withdrawal with signatures guaranteed by an eligible institution, unless this holder is an eligible institution. If Old Notes have been tendered in accordance with the procedure for book-entry transfer described below, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Old Notes.

Any Old Notes properly withdrawn will be deemed not to have been validly tendered for exchange. New Notes will not be issued in exchange unless the Old Notes so withdrawn are validly re-tendered.

Properly withdrawn Old Notes may bere-tendered by following the procedures described under "—Procedures for Tendering" above at any time at or before the expiration time.

We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal.

Conditions to the Exchange Offer

Notwithstanding any other provisions of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to exchange, any Old Notes for any New Notes, and, as described below, may terminate the exchange offer, whether or not any Old Notes have been accepted for exchange, or may waive any conditions to or amend the exchange offer, if any of the following conditions has occurred or exists:

- there shall occur a change in the current interpretation by the staff of the SEC which permits the New Notes issued pursuant to the exchange offer in exchange for Old Notes to be offered for resale, resold and otherwise transferred by the holders (other than broker-dealers and any holder which is an affiliate) without compliance with the registration and prospectus delivery provisions of the Securities Act, *provided* that such New Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of the New Notes;
- any action or proceeding shall have been instituted or threatened in any court or by or before any governmental agency or body seeking to enjoin, make illegal or delay completion of the exchange offer or otherwise relating to the exchange offer;
- any law, statute, rule or regulation shall have been adopted or enacted which would reasonably be expected to impair our ability to proceed with such exchange offer;
- a banking moratorium shall have been declared by United States federal or New York State authorities;
- trading on the New York Stock Exchange or generally in the United Statesover-the-counter market shall have been suspended, or a limitation on prices for securities imposed, by order of the SEC or any other governmental authority;
- an attack on the United States, an outbreak or escalation of hostilities or acts of terrorism involving the United States, or any declaration by the United States of a national emergency or war shall have occurred;
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement of which this prospectus is a part or proceedings shall have been initiated or, to our knowledge, threatened for that purpose or any governmental approval has not been obtained, which approval is deemed necessary for the consummation of the exchange offer; or
- any change, or any development involving a prospective change, in our business or financial affairs or any of our subsidiaries has occurred which is or may be adverse to us or we shall have become aware of facts that have or may have an adverse impact on the value of the Old Notes or the New Notes, which makes it inadvisable to proceed with the exchange offer, with the acceptance of Old Notes for exchange or with the exchange of Old Notes for New Notes.

If we reasonably determine that any of the foregoing events or conditions has occurred or exists, we may, subject to applicable law, terminate the exchange offer, whether or not any Old Notes have been accepted for exchange, or may waive any such condition or otherwise amend the terms of the exchange offer in any respect. Please read "—Expiration, Extension and Amendment" above.

If any of the above events occur, we may:

- terminate the exchange offer and promptly return all tendered Old Notes to tendering holders;

- complete and/or extend the exchange offer and, subject to your withdrawal rights, retain all tendered Old Notes until the extended exchange offer expires;
- amend the terms of the exchange offer; or
- waive any unsatisfied condition and, subject to any requirement to extend the period of time during which the exchange offer is open, complete the exchange offer.

We may assert these conditions with respect to the exchange offer regardless of the circumstances giving rise to them. All conditions to the exchange offer, other than those dependent upon receipt of necessary government approvals, must be satisfied or waived by us before the expiration of the exchange offer. We may waive any condition in whole or in part at any time in our reasonable discretion. Our failure to exercise our rights under any of the above circumstances does not represent a waiver of these rights. Each right is an ongoing right that may be asserted at any time. Any determination by us concerning the conditions described above will be final and binding upon all parties.

If a waiver constitutes a material change to the exchange offer, we will promptly disclose the waiver by means of a prospectus supplement. The prospectus supplement will be distributed to the registered holders of the Old Notes. Depending upon the significance of the waiver and the manner of disclosure to the registered holders, we may extend the exchange offer for a period of five business days, if the exchange offer would otherwise expire during the five business day period.

Resales of New Notes

Based on interpretations by the staff of the SEC, as described inno-action letters issued to third parties that are not related to us, we believe that New Notes issued in the exchange offer in exchange for Old Notes may be offered for resale, resold or otherwise transferred by holders of the New Notes without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- the New Notes are acquired in the ordinary course of the holders' business;
- the holders have no arrangement or understanding with any person to participate in the distribution of the New Notes;
- the holders are not "affiliates" of ours or of any of our Subsidiary Guarantors within the meaning of Rule 405 under the Securities Act; and
- the holders are not broker-dealers who purchased Old Notes directly from us for resale pursuant to Rule 144A or any other available exemption under the Securities Act.

However, the SEC has not considered the exchange offer described in this prospectus in the context of ano-action letter. The staff of the SEC may not make a similar determination with respect to the exchange offer as in the other circumstances. Each holder who wishes to exchange Old Notes for New Notes will be required to represent that it meets the requirements above.

Any holder who is an affiliate of ours or any of our Subsidiary Guarantors or who intends to participate in the exchange offer for the purpose of distributing New Notes or any broker-dealer who purchased Old Notes directly from us for resale pursuant to Rule 144A or any other available exemption under the Securities Act:

- cannot rely on the applicable interpretations of the staff of the SEC mentioned above;
- will not be permitted or entitled to tender the Old Notes in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer must acknowledge by way of letter of transmittal that it will deliver a prospectus in connection with any resale of such New Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. Please read "Plan of Distribution." A broker-dealer may use this prospectus, as it may be amended or supplemented from time to time, in connection with the resales of New Notes received in exchange for Old Notes that the broker-dealer acquired as a result of market-making or other trading activities. Any holder that is a broker-dealer participating in the exchange offer must notify the exchange agent at the telephone number set forth in the enclosed letter of transmittal and must comply with the procedures for broker-dealers participating in the exchange offer. We have not entered into any arrangement or understanding with any person to distribute the New Notes to be received in the exchange offer.

In addition, to comply with state securities laws, the New Notes may not be offered or sold in any state unless they have been registered or qualified for sale in such state or an exemption from registration or qualification, with which there has been compliance, is available. The offer and sale of the New Notes to "qualified institutional buyers," as defined under Rule 144A of the Securities Act, is generally exempt from registration or qualification under the state securities laws. We currently do not intend to register or qualify the sale of New Notes in any state where an exemption from registration or qualification is required and not available.

Exchange Agent

The Bank of New York Mellon has been appointed as the exchange agent for the exchange offer. All executed letters of transmittal and any other required documents should be directed to the exchange agent at the address set forth below. Questions and requests for assistance, and requests for additional copies of this prospectus or of the letter of transmittal should be directed to the exchange agent addressed as follows:

The Bank of New York Mellon

By Hand or Overnight Delivery:

The Bank of New York Mellon
2001 Bryan Street, 10th Floor
Dallas, Texas 75201
Attn: Corporate Trust Operations

TELEPHONE: 1-800-254-2826

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Fees and Expenses

The expenses of soliciting tenders pursuant to this exchange offer will be paid by us. We have agreed to pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection with the exchange offer. We will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus and related documents to the beneficial owners of Old Notes, and in handling or tendering for their customers. We will not make any payment to brokers, dealers or others soliciting acceptances of the exchange offer.

Holders who tender their Old Notes for exchange will not be obligated to pay any transfer taxes on the exchange. If, however, New Notes are to be delivered to, or are to be issued in the name of, any person other than the

registered holder of the Old Notes tendered, or if a transfer tax is imposed for any reason other than the exchange of Old Notes in connection with the exchange offer, then the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of Old Notes under the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if a transfer tax is imposed for any reason other than the exchange of Old Notes under the exchange offer.

Consequences of Failure to Exchange Old Notes

Holders who desire to tender their Old Notes in exchange for New Notes registered under the Securities Act should allow sufficient time to ensure timely delivery. Neither the exchange agent nor us is under any duty to give notification of defects or irregularities with respect to the tenders of Old Notes for exchange.

Old Notes that are not tendered or are tendered but not accepted will, following the completion of the exchange offer, continue to be subject to the provisions in the indenture regarding the transfer and exchange of the Old Notes and the existing restrictions on transfer set forth in the legend on the Old Notes set forth in the indenture for the notes. Except in limited circumstances with respect to specific types of holders of Old Notes, we will have no further obligation to provide for the registration under the Securities Act of such Old Notes. In general, Old Notes, unless registered under the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

We do not currently anticipate that we will take any action to register the Old Notes under the Securities Act or under any state securities laws. Upon completion of the exchange offer, holders of the Old Notes will not be entitled to any further registration rights under the registration rights agreement, except under limited circumstances.

Holders of the New Notes issued in the exchange offer, any Old Notes which remain outstanding after completion of the exchange offer and the previously issued notes will vote together as a single class for purposes of determining whether holders of the requisite percentage of the class have taken certain actions or exercised certain rights under the indenture.

Accounting Treatment

We will record the New Notes at the same carrying value as the Old Notes, as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes. The costs associated with the exchange offer will be expensed as incurred.

Other

Participation in the exchange offer is voluntary, and you should consider carefully whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

DESCRIPTION OF NOTES

In this Description of Notes, the terms "CQP," "Issuer," "we," "us" and "our" refer only to Cheniere Energy Partners, L.P. and not to any of its Subsidiaries or Affiliates. The registered holder of a note (each, a "Holder") will be treated as the owner of it for all purposes. Only registered Holders have rights under the indenture. You can find the definitions of various terms used in this description under "—Definitions" below.

CQP issued the Old Notes pursuant to an indenture, dated as of September 18, 2017, between CQP and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the sixth supplemental indenture dated September 27, 2021 (collectively, the "indenture"). The terms of the notes include those set forth in the indenture.

The following description is a summary of the material terms of the indenture. It does not, however, restate the indenture in its entirety. You should read the indenture because it contains additional information and because it, and not this description, defines your rights as a Holder. Copies of the indenture have been filed with the SEC and will be made available as set forth below under "Where You Can Find More Information." The following description also includes a summary of the Subsidiary Guarantors and the Collateral that would secure the notes if a Security Requirement Period was in effect. It does not include a complete summary of the Collateral or the Collateral Documents. Additional information concerning the Collateral and the Collateral Documents is set forth below under the heading "Security for the Notes." During a Security Requirement Period, the notes would also be subject to the Intercreditor Agreement. See "Description of Intercreditor Agreement." The Security Requirement Period is not currently in effect and the Collateral will not secure the Note Obligations, as described below under the heading "Security for the Notes."

General

The notes:

- are general senior obligations of CQP, ranking equally in right of payment with all other existing and future unsubordinated indebtedness of CQP;
- rank senior in right of payment to all future subordinated indebtedness of CQP, if any;
- were issued in an aggregate principal amount of $1.2 billion;
- mature on January 31, 2032;
- were issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof;
- bear interest at an annual rate of 3.25%;
- during any Security Requirement Period (as defined below), are secured by a Lien on the Collateral to the extent described below under "—Security for the Notes";
- during any Security Requirement Period, effectively rank senior in right of payment to all unsecured indebtedness of CQP to the extent of the value of the Collateral; and
- are redeemable at any time at our option at the redemption prices described below under "—Optional Redemption."

The notes constitute a series of debt securities under the indenture. The indenture does not limit the amount of debt securities we may issue under the indenture from time to time in one or more series. We may in the future issue additional debt securities under the indenture in addition to the notes.

Interest

Interest on the notes accrues at an annual rate of 3.25% from and including September 27, 2021. We pay interest on the notes in cash semi-annually in arrears on January 31 and July 31 of each year. We make interest payments

to the Holders of record at the close of business on January 15 or July 15, as applicable, before the interest payment date.

Interest on the notes accrues from the most recent date interest has been paid. Interest is computed on the basis of a360-day year comprising twelve 30-day months. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

Methods of Receiving Payments on the Notes

If a Holder of notes has given wire transfer instructions to CQP, CQP will pay all principal, premium, if any, and interest on that Holder's notes in accordance with those instructions. All other payments on the notes will be made at the office or agency of the paying agent and registrar, unless we elect to make interest payments by check mailed to the Holders at their address set forth in the register of Holders.

Further Issuances

Subject to compliance with the covenant described below under the caption "—Covenants—Limitation on Liens," CQP may from time to time, without notice to or consent of the Holders of the notes, create and issue additional notes under the indenture. Such additional notes may have the same terms and conditions as the notes issued on September 27, 2021, except for the issue price, the issue date, the first date from which interest will accrue and, in some cases, the first interest payment date. Additional notes issued in this manner will form a single series with the previously issued and outstanding notes; *provided, however,* a separate CUSIP or ISIN will be issued for additional notes, unless the notes and additional notes are treated as fungible for U.S. federal income tax purposes.

The indenture also permits CQP to designate the maturity date, interest rate, optional redemption provisions and other terms and conditions applicable to other series of additional notes, which may differ from the terms and conditions applicable to the notes issued on September 27, 2021. Additional notes that differ with respect to maturity date, interest rate, optional redemption provisions, other terms and conditions or otherwise from the notes issued on September 27, 2021 will constitute a different series from the notes offered by this exchange offer.

Paying Agent and Registrar

Initially, the Trustee will act as paying agent and registrar for the notes. We may change the paying agent or registrar for the notes without prior notice to the Holders of the notes, and we or any of the Subsidiaries may act as paying agent or registrar; *provided, however,* that we will be required to maintain at all times an office or agency in the Borough of Manhattan, The City of New York (which may be an office of the Trustee or an affiliate of the Trustee or the registrar or a co-registrar for the notes) where the notes may be presented for payment and where notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon us in respect of the notes and the indenture may be served. We may also from time to time designate one or more additional offices or agencies where the notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however,* that no such designation or rescission will in any manner relieve us of our obligation to maintain an office or agency in the Borough of Manhattan, The City of New York for such purposes.

The registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of the notes, and CQP may require a Holder to pay any taxes and fees required by law or permitted by the indenture. CQP will not be required to transfer or exchange any note (or portion of a note) selected for redemption. In addition, CQP will not be required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Subsidiary Guarantees

The notes are unconditionally guaranteed by each of CQP's Subsidiaries in existence on September 27, 2021 (including, for the avoidance of doubt, Sabine Pass LNG, L.P. ("SPLNG") and Cheniere Creole Trail Pipeline, L.P.), with the exception of Sabine Pass Liquefaction, LLC ("SPL") and Sabine Pass LNG-LP, LLC ("SPL Member"). If at any time, any other Subsidiary of CQP (with the exception of SPL and SPL Member) guarantees or becomes a co-obligor with respect to any obligations of CQP in respect of any Material Indebtedness, then CQP will cause such Subsidiary to promptly execute and deliver to the Trustee a supplemental indenture to the indenture in a form satisfactory to the Trustee pursuant to which such subsidiary will guarantee all obligations of CQP with respect to the notes on the terms provided for in the indenture. The Subsidiary Guarantees are joint and several obligations of the Subsidiary Guarantors. The obligations of each Subsidiary Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law.

The Subsidiary Guarantee of any Subsidiary Guarantor may be released under certain circumstances. If no default has occurred and is continuing under the indenture, and to the extent not otherwise prohibited by the indenture, a Subsidiary Guarantor will be unconditionally released and discharged from its Subsidiary Guarantee:

- automatically upon any direct or indirect sale, transfer or other disposition, whether by way of merger or otherwise, to any Person that is not a Subsidiary of CQP, of (a) all of the Capital Stock representing ownership of such Subsidiary Guarantor or (b) all or substantially all the assets of such Subsidiary Guarantor, in each case, if such sale, transfer or other disposition, is made in compliance with the applicable provisions of the indenture;
- upon the liquidation or dissolution of such Subsidiary Guarantor;
- following delivery by CQP to the Trustee of an officer's certificate to the effect that such Subsidiary Guarantor has been released from another guarantee that resulted in the creation of such Subsidiary Guarantee, except in the case of a release by or as a result of payment under such other guarantee; or
- upon legal defeasance or satisfaction and discharge of the indenture as provided below under the caption "—Defeasance and Discharge."

If at any time following any release of a Subsidiary from its Subsidiary Guarantee pursuant to the third bullet point in the preceding paragraph, such Subsidiary again guarantees or becomes a co-obligor with respect to any obligations of CQP in respect of any Material Indebtedness, then CQP will cause such Subsidiary to again become a Subsidiary Guarantor by executing and delivering a supplemental indenture to the indenture in a form satisfactory to the Trustee and thus guarantee the notes and all other obligations of CQP under the indenture, in accordance with the terms of the indenture. Also, in the case of SPL Member, upon the occurrence of a Security Requirement Period and *provided* that SPL Member is a guarantor or co-obligor with respect to any obligations of CQP in respect of any Material Indebtedness, CQP will cause SPL Member to become a Subsidiary Guarantor by executing and delivering a supplemental indenture to the indenture in a form satisfactory to the Trustee and thus guarantee the notes and all other obligations of CQP under the indenture, in accordance with the terms of the indenture.

Ranking

When a Security Requirement Period is not in effect, the notes will be senior obligations of CQP, will be unsecured and:

- will rank senior in right of payment to all future obligations of CQP that are, by their terms, expressly subordinated in right of payment to the notes and *pari passu* in right of payment with all existing and future senior obligations of CQP that are not so subordinated;
- will be effectively subordinated to any secured debt of CQP (including under the 2019 Credit Agreement), to the extent of the Collateral securing such debt;

- will be structurally subordinated to all liabilities and preferred equity of Subsidiaries of CQP that are not Subsidiary Guarantors; and
- will be guaranteed by each Subsidiary of CQP that is, or in the future is required to become, a Subsidiary Guarantor.

During any Security Requirement Period, the notes will be senior obligations of CQP and will be secured on a first-priority basis by a Lien on the Collateral, subject to certain liens permitted under the indenture, which Lien will be *pari passu* with the Liens securing the 2019 Credit Agreement and other First Lien Obligations of CQP.

When a Security Requirement Period is not in effect, the notes will be senior obligations of the relevant Subsidiary Guarantor and will be unsecured. During any Security Requirement Period, each Subsidiary Guarantee will be a senior obligation of the relevant Subsidiary Guarantor and will be secured on a first-priority basis by a Lien on the Collateral owned by such Subsidiary Guarantor, subject to certain liens permitted under the indenture, which Lien will be *pari passu* with the Liens securing the 2019 Credit Agreement and other First Lien Obligations of CQP and will rank senior in right of payment to all future obligations of such Subsidiary Guarantor that are, by their terms, expressly subordinated in right of payment to such Subsidiary Guarantee and *pari passu* in right of payment with all existing and future senior obligations of such Subsidiary Guarantor that are not so subordinated.

The notes are structurally subordinated to all existing and future obligations, including Indebtedness, of any Subsidiaries of CQP that do not guarantee the notes. Claims of creditors of these Subsidiaries, including trade creditors, generally have priority as to the assets of these Subsidiaries over the claims of CQP and the holders of CQP's Indebtedness, including the notes. As of March 31, 2022, CQP's non-guarantor subsidiaries had outstanding approximately $13.1 billion of indebtedness (before unamortized premium, discount and debt issuance costs, net), all of which is structurally senior to the notes. Furthermore, the notes and each Subsidiary Guarantee are effectively subordinated to any Indebtedness of CQP and the applicable Subsidiary Guarantor secured by liens permitted under the indenture to the extent of the value of the assets securing such Indebtedness (to the extent such liens do not equally and ratably secure the notes).

A Security Requirement Period is currently not in effect, however a Security Requirement Period may be in effect in the future.

Optional Redemption

At any time prior to January 31, 2025, CQP may on any one or more occasions redeem up to 40% of the aggregate principal amount of the notes, upon not less than 10 nor more than 60 days' notice, at a redemption price of 103.25% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, to but excluding the redemption date (subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date), with the proceeds of one or more Equity Offerings; *provided* that:

(1) at least 50% of the aggregate principal amount of the notes issued on the Issue Date (excluding notes held by CQP and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 120 days of the date of the closing of such Equity Offering.

At any time prior to January 31, 2027, CQP may on any one or more occasions redeem all or a part of the notes, upon not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest, if any, to but excluding, the redemption date, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the preceding two paragraphs, the notes will not be redeemable at CQP's option prior to January 31, 2027. CQP is not prohibited, however, from acquiring the notes in market transactions by means other than a redemption, whether pursuant to a tender offer or otherwise.

On or after January 31, 2027, CQP may on any one or more occasions redeem all or a part of the notes upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest, if any, on the notes redeemed, to but excluding the applicable redemption date, if redeemed during the 12-month period beginning on January 31 of the years indicated below (subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date):

Year	Percentage
2027	101.625%
2028	101.083%
2029	100.542%
2030 and thereafter	100.000%

Notes called for redemption become due on the redemption date. Notices of redemption will be mailed, or delivered electronically if the notes are held at DTC, at least 10 but not more than 60 days before the redemption date to each Holder of the notes to be redeemed at its registered address. The notice of redemption for the notes will state, among other things, the amount of notes to be redeemed, the redemption date, the method of calculating the redemption price and each place that payment will be made upon presentation and surrender of notes to be redeemed. Unless we default in payment of the redemption price, interest will cease to accrue on any notes that have been called for redemption on the redemption date. For purposes of determining the redemption price, the following definitions are applicable:

"Applicable Premium" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of such note; or

(2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of such notes at January 31, 2027 (such redemption prices being set forth in the tables appearing under the caption "—Optional Redemption") *plus* (ii) *all* required remaining scheduled interest payments due on such note through January 31, 2027 (in each case excluding accrued but unpaid interest to but excluding the redemption date), computed using a discount rate equal to the Treasury Yield as of such redemption date plus 50 basis points; over

(b) the principal amount of the note.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes to be redeemed; *provided, however,* that if no maturity is within three months before or after the maturity date for such notes, yields for the two published maturities most closely corresponding to such United States Treasury security will be determined and the treasury rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month.

"Comparable Treasury Price" means, with respect to any redemption date, (a) the average of the Reference Treasury Dealer Quotations for the redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Independent Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means RBC Capital Markets, LLC and its successors or, if such firm is not willing and able to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by CQP.

"Reference Treasury Dealer" means RBC Capital Markets, LLC and four additional primary U.S. government securities dealers (each, a "Primary Treasury Dealer") selected by CQP; *provided, however,* that if such firm or any such successor, as the case may be, shall cease to be a primary U.S. government securities dealer, CQP will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date for the notes, an average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for the notes to be redeemed (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Yield" means, with respect to any redemption date, (a) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; or (b) if the release (or any successor release) is not published during the week preceding the calculation date or does not contain these yields, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third business day immediately preceding such redemption date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for such redemption date.

Selection and Notice

If less than all of the notes are to be redeemed at any time, the Trustee will select notes for redemption on a pro-rata basis, by lot or by such other manner as the Trustee shall deem fair and appropriate unless otherwise required by law or applicable stock exchange requirements. No notes of $2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail, or delivered electronically if the notes are held at DTC, at least 10 but not more than 60 days before the redemption date to each Holder of notes to be redeemed at its registered address, except that redemption notices may be mailed, or delivered electronically if the notes are held at DTC, more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture.

Any redemption and notice of redemption may, at CQP's discretion, be subject to the satisfaction of one or more conditions precedent. If such redemption is subject to the satisfaction of one or more conditions precedent, the related notice shall describe each such condition, and if applicable, shall state that, in our discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied or waived (including to a date later than 60 days after the date on which such notice was mailed or delivered electronically), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the redemption date, or by the redemption date as so delayed, or such notice may be rescinded at any time in our discretion if in our good faith judgment any or all of such conditions will not be satisfied or waived.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose notes will be subject to redemption by CQP.

If any note is to be redeemed in part only, the notice of redemption that relates to such note shall state the portion of the principal amount thereof to be redeemed. A new note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest will cease to accrue on notes or portions of notes called for redemption, unless CQP defaults in making the redemption payment.

Open Market Purchases; No Mandatory Redemption or Sinking Fund

We may at any time and from time to time purchase notes in the open market or otherwise. We are not required to make mandatory redemption or sinking fund payments with respect to the notes. However, under certain circumstances, we may be required to offer to purchase the notes as described under the captions "—Repurchase at the Option of Holder—Change of Control," and "—Repurchase at the Option of Holder—Asset Sales."

Security for the Notes

A Security Requirement Period is currently not in effect. As a result, the Trustee is not a party to the Intercreditor Agreement. If a Security Requirement Period later comes into effect, the Trustee will join as a party to the Intercreditor Agreement or equivalent agreement via a joinder agreement.

Additional First Lien Obligations

To the extent, but only to the extent, permitted by the provisions of the Secured Credit Documents, CQP may incur Additional First Lien Obligations. Any additional class or Series of Additional First Lien Obligations may be secured by Liens on the Collateral that rank *pari passu* with the Liens securing First Lien Obligations and may be guaranteed by the Subsidiary Guarantors, if any, on *a pari passu* basis, in each case under and pursuant to the Collateral Documents, if and subject to the condition that the Senior Class Debt Representative with respect to any such class or Series of Additional First Lien Obligations, acting on behalf of the holders of such Series of Additional First Lien Obligations, (1) becomes a party to the Intercreditor Agreement by satisfying the conditions set forth therein and (2) becomes a party to the Collateral Agency Agreement.

Intercreditor Agreement

The Intercreditor Agreement sets forth the relative rights of the holders of First Lien Obligations (including the First Lien Secured Parties in respect of the 2019 Credit Agreement Obligations and, during any Security Requirement Period, the Holders).

The Intercreditor Agreement provides, among other things, (1) that Liens on the Collateral securing the 2019 Credit Agreement Obligations, the Note Obligations (during any Security Requirement Period) and any Additional First Lien Obligations will be *pari passu* and that all distributions in respect of the Collateral will be shared ratably among the First Lien Secured Parties in respect of the 2019 Credit Agreement, the Holders (during the Security Requirement Period) and the First Lien Secured Parties in respect of any other First Lien Obligations, and (2) for certain procedures for exercising rights and remedies in respect of the Liens on the Collateral.

Pursuant to the terms of the Intercreditor Agreement, so long as the Primary Voting Credit Facilities Obligations remain outstanding, the Collateral Agent (at the instruction of the Designated Senior Class Debt Representative) will determine the time and method by which the security interests in the Collateral will be enforced, *provided* that the representative of the class of First Lien Obligations (including, for this purpose, the Note Obligations only to the extent the Security Requirement Period is in effect) with the largest principal amount then outstanding (other than the Designated Senior Class Debt Representative) (the "Non-Controlling Agent") may exercise rights and remedies with respect to the security interests in the Collateral after the passage of a period of 180 days from

(1) an event of default under the Secured Credit Document under which such Non-Controlling Agent is the Senior Class Debt Representative and (2) the first date on which the Collateral Agent and each other Senior

Class Debt Representative have received written notice from the Non-Controlling Agent certifying that (x) such Non-Controlling Agent is the Majority Non-Controlling Agent (as defined in the Intercreditor Agreement) and that an event of default under the Secured Credit Document under which such Non-Controlling Agent is the Senior Class Debt Representative has occurred and is continuing and (y) the First Lien Obligations of the Series with respect to which such Non-Controlling Agent is the Senior Class Debt Representative are currently due and payable in full and so long as the Collateral Agent (at the instruction of the Designated Senior Class Debt Representative) is not exercising its enforcement rights and remedies with respect to the Collateral and no insolvency or liquidation proceeding has commenced. The Trustee will not be permitted to enforce the security interests and certain other rights related to the notes on the Collateral even if an Event of Default has occurred and the notes have been accelerated except: (1) in any insolvency or liquidation proceeding as necessary to file a proof of claim with respect to the notes and the Guarantees in respect thereof, (2) as described in this paragraph and (3) in certain other limited situations, in each case, during the Security Requirement Period. After the discharge of the Liens securing the Primary Voting Credit Facilities Obligations, the Non-Controlling Agent will determine the time and method by which its Lien in the Collateral will be enforced; *provided* that the representative of the class of First Lien Obligations (including, for this purpose, the Note Obligations only to the extent the Security Requirement Period is in effect) with the second largest principal amount outstanding (the "Second Non-Controlling Agent") may exercise rights and remedies with respect to the security interests in the Collateral after the passage of a period of 180 days from (1) an event of default under the Secured Credit Document under which such Second Non-Controlling Agent is the Senior Class Debt Representative and (2) the first date on which the Controlling Agent and each other Senior Class Debt Representative have received written notice from the Second Non-Controlling Agent certifying that (x) such Second Non-Controlling Agent is the Second Majority Non-Controlling Agent (as defined in the Intercreditor Agreement) and that an event of default under the Secured Credit Document under which such Second Non-Controlling Agent is the Senior Class Debt Representative has occurred and is continuing and (y) the First Lien Obligations of the Series with respect to which such Non-Controlling Agent is the Senior Class Debt Representative are currently due and payable in full. However, the Second Non-Controlling Agent is only permitted to exercise remedies to the extent that the Collateral Agent (at the instruction of the Controlling Agent) is not exercising its enforcement rights and remedies with respect to the Collateral and no insolvency or liquidation proceeding has commenced.

All proceeds from the exercise of rights and remedies in respect of the Collateral, except for certain proceeds related to cash collateral supporting letters of credit and proceeds of any debt service reserve account established for the benefit of a particular group of First Lien Secured Parties, shall be distributed in the following manner:

FIRST, to the payment of all fees, indemnities, expenses and other amounts owing to the Collateral Agent (in its capacity as such) and to the Senior Class Debt Representatives (in their capacity as such) pursuant to the terms of any Secured Credit Document;

SECOND, to the applicable representatives for application to the payment of holders of Credit Agreement Obligations including any termination payments and any ordinary course settlement payments under any Permitted Hedging Agreements and/or Commodity Hedge Agreements, holders of the Note Obligations (during the Security Requirement Period) and holders of any other First Lien Obligations, on a pro rata basis, with such proceeds to be applied to the First Lien Obligations of a given Series in accordance with the terms of the applicable Secured Credit Documents; and

THIRD, after the discharge of all First Lien Obligations, to CQP and its applicable Subsidiaries or their successors or assigns, as their interests may appear, or otherwise, or as a court of competent jurisdiction may direct.

The indenture provides that the foregoing liquidation waterfall will apply only to, and can be enforced only against, First Lien Secured Parties, and CQP and the applicable Subsidiaries will agree not to enforce the foregoing liquidation waterfall during any period that is not a Security Requirement Period.

Notwithstanding the foregoing, with respect to any Collateral for which a third party (other than a First Lien Secured Party) has a lien or security interest (an "Impaired Interest") that is junior in priority to the security interest of any Series of First Lien Obligations, but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of any other Series of First Lien Obligations (such third party an "Intervening Creditor"), the value of any Collateral or proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Collateral or proceeds to be distributed in respect of the Series of First Lien Obligations with respect to such Impaired Interest. The Intercreditor Agreement provides that the Collateral Agent's Liens upon the Collateral will be released: (a) in whole, upon the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement); (b) upon any release, sale or disposition of Collateral permitted by the indenture and the other Secured Credit Documents; (c) as to release of less than all or substantially all of the Collateral, with the consent of the Controlling Agent; and (d) as to a release of all or substantially all of the Collateral, with the consent of the Trustee (during the Security Requirement Period) and each other Senior Class Debt Representative or as is expressly permitted in accordance with all of the Secured Credit Documents.

The Intercreditor Agreement contains a process for effecting such release where CQP must deliver to the Collateral Agent, Trustee (during the Security Requirement Period) and each other Senior Class Debt Representative a certificate requesting such release, stating that the conditions precedent to release, if any, have been complied with (among other certifications), and attaching any form release documents. Upon receipt, the Trustee, if applicable, and each Senior Class Debt Representative has five business days to respond and (1) either confirm to the Collateral Agent that such release is permitted under the indenture (in the case of the Trustee), if applicable, or the applicable Secured Credit Documents (in the case of the other applicable Senior Class Debt Representatives) or (2) send to the Collateral Agent and CQP that such release is not permitted under the indenture (in the case of the Trustee), if applicable, or the applicable Secured Credit Documents (in the case of the other applicable Senior Class Debt Representatives). After receipt of confirmation for such release from the Senior Class Debt Representative (under clause (1) of the foregoing sentence), the Collateral Agent will release such Liens in accordance with the foregoing. The Trustee shall not have any rights pursuant to the foregoing during any period that is not a Security Requirement Period, and the indenture provides that CQP can direct the Trustee to consent during any Security Requirement Period if the release is otherwise permitted under the indenture.

In the event of any release, sale or other disposition of any Collateral permitted pursuant to the terms of the Controlling Agent's First Lien Secured Debt Instruments that results in the release of the Liens on any Collateral for the benefit of the Controlling Agent (excluding any release, sale or other disposition that is expressly prohibited by the indenture and the Collateral Documents, unless such sale or disposition is consummated in connection with the exercise of the Collateral Agent's (at the instruction of the Controlling Agent) remedies in respect of Collateral or consummated after the commencement of any insolvency or liquidation proceeding), the Trustee's Liens, if any, on the Collateral will be automatically released and discharged to the same extent as the Liens for the benefit of the First Lien Secured Parties under the 2019 Credit Agreement, *provided* that the proceeds of any Collateral realized therefrom will be applied as described above, and the Trustee, if applicable and upon receipt of certain confirmations regarding the adequacy of the applicable releases and satisfaction of conditions related thereto, and instructions with respect to the actions to be taken for such release, will be required to take such actions (and will be deemed to have authorized such actions) as necessary to effect such release.

Under the terms of the Intercreditor Agreement, if the Trustee or the Holders (or the representative in respect of, or any holders of, any other First Lien Obligations) obtain possession of any Collateral or realize any proceeds or payments in respect of the Collateral pursuant to any Collateral Document or by the exercise of any rights

available to it under applicable law or in any insolvency or liquidation proceeding or through any other exercise of remedies, at any time prior to the discharge of each of the First Lien Obligations, the applicable representative or any such Holder will be obligated to hold such Collateral, proceeds or payments in trust and apply such proceeds ratably to the Holders (during the Security Requirement Period), holders of the Credit Agreement Obligations and the holders of the Obligations in respect of other First Lien Obligations.

All or a portion of the First Lien Obligations may be refinanced without notice to, or the consent (except as required under any Secured Credit Document) of any First Lien Secured Party of any other Series, without affecting the priorities provided for in the Intercreditor Agreement, so long as the collateral agent of the holders of any such refinancing Indebtedness shall have executed applicable Joinder Documents on behalf of such holders of such refinancing Indebtedness.

If any other Indebtedness is designated as First Lien Obligations and is permitted by the terms of the indenture to be secured by the Collateral, the representatives of the holders of such other Indebtedness will also become a party to the Intercreditor Agreement. The indenture provides that the Intercreditor Agreement may be amended from time to time without the consent of the Holders to, among other things, add representatives of Additional First Lien Obligations.

The Intercreditor Agreement may not be modified without the written consent of CQP if such consent is required by the terms of the Intercreditor Agreement or if the modification would increase the obligations or reduce the rights of CQP or any Subsidiary Guarantor. However, the Collateral Agent may modify the Intercreditor Agreement to the extent necessary to reflect any incurrence of any additional First Lien Obligations in compliance with the 2019 Credit Agreement and any other First Lien Secured Debt Instruments.

Holders will be deemed to have agreed and accepted the terms of the Intercreditor Agreement by their acceptance of the notes.

Repurchase at the Option of Holders

Change of Control

If a Change of Control Triggering Event occurs, each Holder of notes will have the right to require CQP to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000) of that Holder's notes pursuant to an offer ("Change of Control Offer") on the terms set forth in the indenture. In the Change of Control Offer, CQP will offer a payment in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest on the notes repurchased to, but excluding, the date of purchase (the "Change of Control Payment Date"), subject to the rights of Holders of notes on the relevant record date to receive interest, if any, due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, CQP will mail, or deliver electronically if the notes are held at DTC, a notice to each Holder describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 10 days and no later than 60 days from the date such notice is mailed or electronically delivered, pursuant to the procedures required by the indenture and described in such notice. CQP will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Triggering Event provisions of the indenture, CQP will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, CQP will, to the extent lawful:

(1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the notes properly accepted together with an officer's certificate stating the aggregate principal amount of notes or portions of notes being purchased by CQP.

The paying agent will promptly mail, or deliver electronically if the notes are held at DTC, to each Holder of notes properly tendered the Change of Control Payment for such notes (or, if all the notes are then in global form, make such payment through the facilities of DTC), and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; *provided* that each such new note will be in a principal amount of $1,000 or an integral multiple thereof. Any note so accepted for payment will cease to accrue interest on and after the Change of Control Payment Date unless CQP defaults in making the Change of Control Payment. CQP will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date. The provisions described herein that require CQP to make a Change of Control Offer following a Change of Control Triggering Event will be applicable regardless of whether any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control Triggering Event, the indenture does not contain provisions that permit the Holders of the notes to require that CQP repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

CQP will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by CQP and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption "—Optional Redemption," all conditions to any such redemption shall have been satisfied or waived, unless and until there is a default in payment of the Change of Control Payment. A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon the occurrence of such Change of Control, if a definitive agreement is in place for a Change of Control at the time of making the Change of Control Offer. Notes repurchased by CQP pursuant to a Change of Control Offer will have the status of notes issued but not outstanding or will be retired and cancelled, at CQP's option. Notes purchased by a third party pursuant to the preceding paragraph will have the status of notes issued and outstanding.

If Holders of not less than 90% in aggregate principal amount of the outstanding notes tender and do not withdraw such notes in a Change of Control Offer and CQP, or any third party making a Change of Control Offer in lieu of CQP as described above, purchases all of the notes validly tendered and not withdrawn by such Holders, all of the Holders will be deemed to have consented to such offer and accordingly, CQP or such third party will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to, but not including, the date of redemption.

The occurrence of certain change of control events identified in the 2019 Credit Agreement constitutes a default under the 2019 Credit Agreement. Any future Credit Facilities or other agreements relating to the Indebtedness to which CQP becomes a party may contain similar provisions. If a Change of Control Triggering Event were to occur, CQP may not have sufficient available funds to pay the Change of Control Payment for all notes that might be delivered by Holders of notes seeking to accept the Change of Control Offer after first satisfying its obligations under the 2019 Credit Agreement or other agreements relating to Indebtedness, if accelerated. The failure of CQP to make or consummate the Change of Control Offer or pay the Change of Control Payment when due will constitute a Default under the indenture and will otherwise give the Trustee and the Holders of notes the rights described under "—Events of Default and Remedies." See "Risk Factors—Risks Relating to the Exchange

Offer and the New Notes—We may not have the funds necessary to finance the repurchase of the New Notes in connection with a change of control offer required by the indenture."

The definition of Change of Control includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of CQP and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of notes to require CQP to repurchase such Holder's notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of CQP and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset Sales

Within 365 days after the receipt of any Net Proceeds by CQP or any Subsidiary Guarantor from an Asset Sale Triggering Event (or within 180 days after such 365 day period in the event CQP or any of its Subsidiaries enters into a binding commitment with respect to such application), CQP or any of its Subsidiaries, as the case may be, may apply an amount equal to such Net Proceeds at its option to:

(1) reduce (A) First Lien Obligations under the 2019 Credit Agreement or (B) First Lien Obligations of CQP or of a Subsidiary Guarantor;

(2) permanently repay or reduce other Indebtedness that ranks *pari passu* in right of payment with the notes ("Pari Passu Debt"); *provided,* that if CQP shall so reduce any such Pari Passu Debt, CQP shall equally and ratably reduce Obligations under the notes, at CQP's option, either as provided under the caption "—Optional redemption," through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth in the following paragraph for an offer to purchase) to all Holders of notes to purchase some or all of their notes at a purchase price equal to 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of notes that would otherwise be paid;

(3) acquire all or substantially all of the assets of, or acquire capital stock of, another business that, in the case of an acquisition of capital stock, is or becomes a Subsidiary of CQP;

(4) make capital expenditures;

(5) pay costs and expenses of designing, engineering, permitting and developing capital projects and improvements or other related costs and expenses;

(6) acquire other assets that are not classified as current assets under GAAP;

(7) repay Indebtedness of a Subsidiary that is not a Guarantor (and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly and permanently reduce commitments with respect thereto), other than Indebtedness owed to CQP or another Subsidiary; or

(8) any combination of the foregoing.

Any Net Proceeds from an Asset Sale Triggering Event that are not applied or invested as provided in the prior paragraph and that are held by or distributed to CQP or a Subsidiary Guarantor will constitute "Excess Proceeds." If, as of the first day of any calendar month after the period referred to above, the aggregate amount of Excess Proceeds exceeds $150 million, CQP must commence, not later than the 30th day of such month, and consummate an offer to purchase, from the Holders, the maximum principal amount of notes that may be purchased out of the Excess Proceeds (pro rata with any other senior indebtedness of CQP or any Subsidiary Guarantors that shall have a similar offer to purchase or redemption requirement). The offer price in any such offer to purchase will be equal to 100% of the principal amount (or accreted value, if applicable) of the notes plus accrued and unpaid interest, if any (the "Asset Sale Payment"), to but excluding the date of purchase (the "Asset

Sale Payment Date"), subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date, and will be payable in cash. To the extent that any Excess Proceeds remain after consummation of an offer to purchase pursuant to this covenant, CQP or any of its Subsidiaries may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of the notes (and other senior indebtedness) tendered into such offer to purchase exceeds the amount of Excess Proceeds, the Trustee will select the notes to be purchased on a pro rata basis. Upon completion of each offer to purchase, the amount of Excess Proceeds will be reset at zero.

CQP will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of the notes pursuant to an offer to purchase. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the indenture, CQP will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the indenture by virtue of such compliance.

On the Asset Sale Payment Date, CQP will, to the extent lawful:

(1) accept for payment all notes or portions of notes properly tendered pursuant to the offer to purchase;

(2) deposit with the paying agent an amount equal to the Asset Sale Payment in respect of all notes or portions of notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the notes properly accepted together with an officer's certificate stating the aggregate principal amount of notes or portions of notes being purchased by CQP.

Covenants

Limitations on Liens

CQP will not, nor will it permit any Subsidiary Guarantor to, create, assume or incur any Lien (other than any Permitted Lien) upon any Principal Property, whether owned on the Issue Date or thereafter acquired, to secure any Indebtedness of CQP or a Subsidiary Guarantor if after giving pro forma effect to such creation, assumption or incurrence and the application of the proceeds thereof, the outstanding principal amount of all such Indebtedness (other than the notes and any other series of notes issued under the indenture) secured by a Lien on any Principal Property, together with all Attributable Indebtedness from Sale-Leaseback Transactions (excluding Sale-Leaseback Transactions permitted by clauses (1) through (3), inclusive, of the first paragraph under the caption "—Covenants—Restriction on Sale-Leasebacks"), is at any time in excess of, the greater of $1.5 billion and 10% of Net Tangible Assets, unless, contemporaneously with the creation, assumption or incurrence of such Lien, effective provisions are made whereby all of the outstanding notes are secured equally and ratably with, or prior to, such Indebtedness so long as such Indebtedness is so secured (except that Liens securing Subordinated Indebtedness shall be expressly subordinate to any Lien securing the notes to at least the same extent such Subordinated Indebtedness is subordinate to the notes or a Subsidiary Guarantee, as the case may be).

Restriction on Sale-Leasebacks

CQP will not, and will not permit any Subsidiary Guarantor to, engage in the sale or transfer by CQP or any Subsidiary Guarantor of any Principal Property to a Person (other than CQP or a Subsidiary Guarantor) and the taking back by CQP or such Subsidiary Guarantor, as the case may be, of a lease of such Principal Property (a "Sale-Leaseback Transaction"), unless:

(1) such Sale-Leaseback Transaction occurs within one year from the date of completion of the acquisition of the Principal Property subject thereto or the date of the completion of construction, development or substantial repair or improvement, or commencement of full operations on such Principal Property, whichever is later;

(2) the Sale-Leaseback Transaction involves a lease for a period, including renewals, of not more than three years; or

(3) CQP or such Subsidiary Guarantor, within a one-year period after such Sale-Leaseback Transaction, applies or causes to be applied an amount not less than the Attributable Indebtedness from such Sale-Leaseback Transaction to (a) the prepayment, repayment, redemption, reduction or retirement of any Indebtedness of CQP or any Subsidiary Guarantor that is not Subordinated Indebtedness, or **(b)** the purchase of Principal Property used or to be used in the ordinary course of business of CQP or the Subsidiaries.

Notwithstanding the foregoing, CQP may, and may permit any Subsidiary Guarantor to, effect any Sale-Leaseback Transaction that is not permitted by clauses (1) through (3), inclusive, of the preceding paragraph; *provided* that the Attributable Indebtedness from such Sale-Leaseback Transaction, together with the aggregate amount of outstanding Indebtedness secured by liens upon Principal Properties (other than Permitted Liens), does not exceed the greater of (x) $1.5 billion and (y) 10.0% of Net Tangible Assets.

Limitation on Transactions with Affiliates

CQP will not, and will not cause or permit any Subsidiary to, directly or indirectly, enter into any transaction that is otherwise permitted hereunder with or for the benefit of an Affiliate (including guarantees and assumptions of obligation of an Affiliate) (each an "Affiliate Transaction") involving aggregate payments or consideration with respect to a single transaction or a series of related transactions, in excess of $50.0 million, unless:

(1) the Affiliate Transaction is on terms that are no less favorable to CQP or the relevant Subsidiary than those that would have been obtained in a comparable arm's-length transaction with independent parties, or, if there is no comparable arm's length transaction, then on terms that are reasonably determined by a majority of independent members of the Board of Directors of the General Partner (or if the General Partner has no independent directors, by a majority of the directors or managers, as applicable) to be fair and reasonable; and

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $100.0 million, CQP delivers to the Trustee a resolution of the Board of Directors of the General Partner set forth in an officer's certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with clause (1) of this covenant and that such Affiliate Transaction has been approved by a majority of independent members of the Board of Directors of the General Partner.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement, equity award, equity option or equity appreciation agreement or plan or any similar arrangement entered into by CQP or any of its Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among CQP and/or its Subsidiary Guarantors;

(3) transactions between or among non-guarantor Subsidiaries;

(4) transactions with a Person that is an Affiliate of CQP solely because CQP owns, directly or through a Subsidiary, an Equity Interest in, or controls, such Person;

(5) any issuance of Equity Interests (other than Disqualified Equity) of CQP to Affiliates of CQP;

(6) customary compensation, indemnification and other benefits made available to officers, directors or employees of CQP, a Subsidiary of CQP or the General Partner, including reimbursement or advancement of out-of-pocket expenses and provisions of officers' and directors' liability insurance;

(7) in the case of contracts for purchase, gathering, processing, sale, transportation and marketing of crude oil, natural gas, LNG, condensate and natural gas liquids, hedging agreements, and production handling, operating, construction, terminalling, storage, lease, facilities sharing, or other operational contracts, any such contracts are entered into in the ordinary course of business on terms substantially similar to those contained in similar contracts entered into by CQP or any of its Subsidiaries and third parties, or if neither CQP nor any of its Subsidiaries has entered into a similar contract with a third party, that the terms are no less favorable than those available from third parties on an arm's length basis, as determined by the Board of Directors of the General Partner, or in the case of processing, facilities sharing, use or similar agreements, that the terms of such agreement provide for the recovery of at least the incremental operation and maintenance expenses associated with operations pursuant to such agreement;

(8) transactions pursuant to agreements or arrangements in effect on the Issue Date, or any amendment, modification, or supplement thereto or replacement thereof, as long as such agreement or arrangement, as so amended, modified, supplemented or replaced, taken as a whole, is not materially more disadvantageous to CQP and its Subsidiaries than the agreement or arrangement in existence on the Issue Date;

(9) subordinated Indebtedness between or among CQP, any of its Subsidiaries and/or any of their Affiliates;

(10) transactions or agreements required by applicable law;

(11) transactions between Subsidiaries and Affiliates in connection with sales or purchases of products or services; *provided* that such transactions comply with any other restrictions on transactions with Affiliates that are applicable to such Subsidiaries and have been approved by a governing body or committee of such Subsidiary;

(12) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, or lessors or lessees of property, in each case in the ordinary course of business and otherwise in compliance with the terms of the indenture which are, in the aggregate (taking into account all the costs and benefits associated with such transactions), not materially less favorable to CQP and its Subsidiaries than those that would have been obtained in a comparable transaction by CQP or such Subsidiary with an unrelated person, in the good faith determination of the Board of Directors of the General Partner or any officer of CQP involved in or otherwise familiar with such transaction, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(13) transactions permitted by, and complying with, the provisions of the covenant described under "—Merger, Consolidation or Sale of Assets;"

(14) any transaction with a Person in its capacity as a holder of Indebtedness or Capital Stock of CQP or any Subsidiary if such Person is treated no more favorably than the other holders of Indebtedness or Capital Stock of CQP or such Subsidiary; and

(15) any investment by CQP or a Subsidiary Guarantor in SPL or any Project Finance Subsidiary.

Reports

Regardless of whether required by the rules and regulations of the SEC, so long as any notes are outstanding, CQP will file with the SEC for public availability, within 15 days of the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if CQP were required to file such reports; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if CQP were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on CQP's consolidated financial statements by CQP's certified independent accountants.

If, at any time, CQP is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, CQP will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. CQP will not take any action for the purpose of causing the SEC not to accept any such filings. If, notwithstanding the foregoing, the SEC will not accept CQP's filings for any reason, CQP will post the reports referred to in the preceding paragraphs on its website on a password-protected basis for availability solely for Holders within the time periods that would apply if CQP were required to file those reports with the SEC.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on officer's certificates).

Merger, Consolidation or Sale of Assets

CQP may not: (x) consolidate or merge with or into another Person (regardless of whether CQP is the surviving Person); or (y) directly or indirectly sell, lease, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person; unless:

(1) the Person formed by or resulting from any such consolidation or merger or to which such assets have been sold, leased, assigned, transferred, conveyed or otherwise disposed of (the "Successor Company") is CQP or expressly assumes by supplemental indenture all of CQP's obligations and liabilities under the indenture, the notes and any other Note Documents;

(2) the Successor Company is organized under the laws of the United States, any state or commonwealth within the United States, or the District of Columbia;

(3) immediately after giving effect to the transaction no Default or Event of Default has occurred and is continuing;

(4) CQP has delivered to the Trustee an officer's certificate and an opinion of counsel, each stating that such consolidation, merger, sale, lease, assignment, transfer, conveyance or other disposition complies with the indenture and all conditions precedent provided for in the Indenture relating to such transaction have been complied with; and

(5) if the transaction takes place during a Security Requirement Period, Collateral owned by or transferred to the Successor Company shall:

  (a) continue to constitute Collateral under the indenture and the Collateral Documents;

  (b) be subject to the Lien in favor of the Collateral Agent for the benefit of the Collateral Agent, the Trustee and the Holders of the notes; and

  (c) not be subject to any Lien other than Permitted Liens.

The Successor Company will be substituted for CQP in the indenture with the same effect as if it had been an original party to the indenture. Thereafter, the Successor Company may exercise the rights and powers of CQP under the indenture.

If CQP sells, assigns, transfers, conveys or otherwise disposes of all or substantially all of its assets, it will be released from all liabilities and obligations under the indenture and under the notes except that no such release will occur in the case of a lease of all or substantially all of its assets. Notwithstanding the foregoing, this

"Merger, Consolidation or Sale of Assets" covenant will not apply to: (1) a merger or consolidation of CQP with an Affiliate solely for the purpose of (i) organizing CQP in another jurisdiction within, or (ii) converting CQP into a corporation governed by the laws of, the United States, any state or commonwealth within the United States, or the District of Columbia; or (2) any merger or consolidation, or any sale, lease, assignment, transfer, conveyance or other disposition of assets between or among CQP and the Subsidiary Guarantors.

An event described in clause (y) above shall be subject to the provisions described under the caption "Merger, Consolidation or Sale of Assets" and shall not constitute an Event of Default if CQP fails to comply with its obligations described under the caption "Repurchase at the Option of Holder—Change of Control."

Subject to certain limitations described in the indenture governing release of a Guarantee, no Subsidiary Guarantor will, and CQP will not permit any Subsidiary Guarantor to (x) consolidate or merge with or into another Person (regardless of whether such Subsidiary Guarantor is the surviving Person); or (y) directly or indirectly sell, lease, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person; unless:

(A) (1) the Person formed by or resulting from any such consolidation or merger or to which such assets have been sold, leased, assigned, transferred, conveyed or otherwise disposed of (the "Successor Person") is the Subsidiary Guarantor or expressly assumes by supplemental indenture all of the Subsidiary Guarantor's obligations and liabilities under the indenture, the Guarantees and any other Note Documents;

(2) the Successor Person is organized under the laws of the United States, any state or commonwealth within the United States, or the District of Columbia;

(3) immediately after giving effect to the transaction no Default or Event of Default has occurred and is continuing;

(4) CQP has delivered to the Trustee an officer's certificate and an opinion of counsel, each stating that such consolidation, merger or transfer complies with the indenture; and

(5) if the transaction takes place during a Security Requirement Period, Collateral owned by or transferred to the Successor Person shall:

(a) continue to constitute Collateral under the indenture and the Collateral Documents;

(b) be subject to the Lien in favor of the Collateral Agent for the benefit of the Collateral Agent, the Trustee and the Holders of the Notes; and

(c) not be subject to any Lien other than Permitted Liens; or

(B) the transaction is effected in compliance with the covenant described under the caption "Repurchase at the Option of Holders—Asset Sales."

The Successor Person will be substituted for the Subsidiary Guarantor in the indenture with the same effect as if it had been an original party to the indenture. Thereafter, the Successor Person may exercise the rights and powers of the Subsidiary Guarantor under the indenture.

If the Subsidiary Guarantor sells, assigns, transfers, conveys or otherwise disposes all or substantially all of its assets, it will be released from all liabilities and obligations under the indenture and under the guarantees except that no such release will occur in the case of a lease of all or substantially all of its assets. Notwithstanding the foregoing, this "Merger, Consolidation or Sale of Assets" covenant will not apply to: (1) a merger or consolidation of a Subsidiary Guarantor with an Affiliate solely for the purpose of organizing such Subsidiary Guarantor in another jurisdiction within the United States of America; or (2) any merger or consolidation, or any sale, lease, assignment, transfer, conveyance, or other disposition of assets between or among CQP and the Subsidiary Guarantors.

Events of Default and Remedies

Each of the following is an Event of Default under the indenture with respect to the notes:

(1) default for 30 days in the payment when due of interest on the notes;

(2) default in the payment of principal or premium, if any, on the notes when due and payable at their stated maturity, upon redemption, by declaration upon required repurchase or otherwise;

(3) failure by CQP to comply with any of its agreements or covenants described above under "—Covenants—Merger, Consolidation or Sale of Assets," or in respect of its obligations to make or consummate a purchase of notes when required pursuant to the provisions described under the caption "Repurchase at the Option of Noteholders;"

(4) failure by CQP to comply with its other covenants or agreements in the indenture applicable to the notes for 60 days after written notice of default given by the Trustee or the Holders of at least 33 1/3% in aggregate principal amount of the outstanding notes;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by CQP or any Subsidiary other than a Project Finance Subsidiary (or the payment of which is guaranteed by CQP or any of its Subsidiaries other than a Project Finance Subsidiary) whether such Indebtedness or guarantee now exists, or is created after the Issue Date, if that default both (A) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default") and (B) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $150.0 million or more;

(6) failure by CQP or any of its Subsidiaries other than a Project Finance Subsidiary to pay final and nonappealable judgments aggregating in excess of $150.0 million or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers), which judgments are not discharged, waived or stayed for a period of 60 days and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(7) certain events of bankruptcy, insolvency or reorganization of CQP or any of its Significant Subsidiaries or any group of Subsidiaries of CQP that, taken together, would constitute a Significant Subsidiary;

(8) except as permitted by the indenture, any Subsidiary Guarantee by a Subsidiary Guarantor is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Subsidiary Guarantor, or any Person acting on behalf of any Subsidiary Guarantor, denies or disaffirms the obligations of such Subsidiary Guarantor under its Subsidiary Guarantee; and

(9) during any Security Requirement Period, any security interest and Lien purported to be created by any Collateral Document with respect to any Collateral, individually or in the aggregate, having a Fair Market Value in excess of $100.0 million (A) shall fail to be in full force and effect, or to give the Collateral Agent, for the benefit of the Holders of the notes, the Liens, rights, powers and privileges purported to be created and granted thereby (including a perfected first-priority security interest in and Lien on, all of the Collateral thereunder (except as otherwise expressly provided in the indenture and the Collateral Documents)) in favor of the Collateral Agent, and such failure shall continue for a period of 30 days after notice by the Trustee or by Holders of at least 33 1/3% of the aggregate principal amount of the notes then outstanding, or (B) shall be asserted by CQP or any Subsidiary Guarantor to not be, a valid, perfected, first-priority (except as otherwise expressly provided in the indenture and the Collateral Documents) security interest in or Lien on the Collateral covered thereby; except to the extent that any such loss of perfection or priority results from the failure of the Collateral Agent or the

Trustee (or an agent or trustee on its behalf) to maintain possession of certificates actually delivered to it (or such agent or trustee) representing securities pledged under the Collateral Documents.

An Event of Default for the notes will not necessarily constitute an Event of Default for any other series of debt securities issued under the indenture, and an Event of Default for any such other series of debt securities will not necessarily constitute an Event of Default for the notes. Further, an event of default under other indebtedness of CQP or its Subsidiaries will not necessarily constitute a Default or an Event of Default for the notes. If an Event of Default (other than an Event of Default described in clause (7) above with respect to CQP) with respect to the notes occurs and is continuing, the Trustee by notice to CQP, or the Holders of at least 33 1/3% in principal amount of the outstanding notes by notice to CQP and the Trustee, may, and the Trustee at the request of such Holders shall, declare the principal of and accrued and unpaid interest on all the notes to be due and payable.

Upon such a declaration, such principal and accrued and unpaid interest will be due and payable immediately. The indenture provides that if an Event of Default described in clause (7) above occurs with respect to CQP, the principal of and accrued and unpaid interest on the notes will become and be immediately due and payable without any declaration of acceleration, notice or other act on the part of the Trustee or any Holders of notes. However, the effect of such provision may be limited by applicable law. The Holders of a majority in principal amount of the outstanding notes may, by written notice to the Trustee, rescind any acceleration with respect to the notes and annul its consequences if rescission would not conflict with any judgment or decree of a court of competent jurisdiction and all existing Events of Default with respect to the notes, other than the nonpayment of the principal of and interest on the notes that have become due solely by such acceleration, have been cured or waived.

Subject to the provisions of the indenture relating to the duties of the Trustee if an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any of the Holders of notes, unless such Holders have offered to the Trustee indemnity or security satisfactory to the Trustee in its sole discretion against any cost, liability or expense. Except to enforce the right to receive payment of principal or interest when due, no Holder of notes may pursue any remedy with respect to the indenture or the notes, unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default with respect to the notes is continuing;

(2) Holders of at least 33 1/3% in principal amount of the outstanding notes have requested in writing that the Trustee pursue the remedy;

(3) such Holders have offered the Trustee security or indemnity satisfactory to the Trustee in its sole discretion against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the outstanding notes have not given the Trustee a direction that is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee with respect to the notes. The Trustee, however, may refuse to follow any direction that conflicts with law or the indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of notes or that would involve the Trustee in personal liability.

The indenture provides that if a Default (that is, an event that is, or after notice or the passage of time would be, an Event of Default) with respect to the notes occurs and is continuing and written notice of which is received by a responsible trust office of the Trustee, the Trustee must mail, or deliver electronically if the notes are held at DTC, to each Holder of notes notice of the Default within 90 days after it has knowledge thereof.

Except in the case of a Default in the payment of principal of or interest on the notes, the Trustee may withhold such notice, but only if and so long as the Trustee in good faith determines that withholding notice is in the interests of the Holders of notes. In addition, CQP is required to deliver to the Trustee, within 120 days after the end of each fiscal year, an officer's certificate as to compliance with all covenants under the indenture and indicating whether the signers thereof know of any Default or Event of Default that occurred during the previous year. CQP also is required to deliver to the Trustee, within 30 days after the occurrence thereof, an officer's certificate specifying any Default or Event of Default, its status and what action CQP is taking or proposes to take in respect thereof.

Authorization of Actions to Be Taken

Each Holder of notes, by its acceptance thereof, is deemed to have consented and agreed to the terms of each Collateral Document, as originally in effect and as amended, supplemented or replaced from time to time in accordance with its terms or the terms of the indenture, to have authorized and directed the Collateral Agent and Trustee to enter into the Collateral Documents to which it is a party, and to have authorized and empowered the Trustee and the Collateral Agent to bind the Holders and other holders of First Lien Obligations as set forth in the Collateral Documents to which they are a party and to perform its obligations and exercise its rights and powers thereunder, including entering into amendments permitted by the terms of the indenture or the Collateral Documents.

Amendments and Waivers

Except as otherwise provided below, amendments of the indenture, the notes or the Collateral Documents may be made by CQP and the Trustee with the written consent of the Holders of a majority in principal amount of the debt securities then issued and outstanding of CQP (including consents obtained in connection with a tender offer or exchange offer for notes).

However, without the consent of each Holder of an affected note, no amendment may, among other things:

(1) reduce the percentage in principal amount of notes whose Holders must consent to an amendment;

(2) reduce the rate of or change the time for payment of interest on any note;

(3) reduce the principal of or extend the stated maturity of any note;

(4) reduce the premium payable upon the redemption of any note as described above under "—Optional Redemption;"*provided, however,* that any purchase or repurchase of notes, including pursuant to the covenant described above under the caption "—Repurchase at the Option of Holders—Change of Control" shall not be deemed a redemption of the notes;

(5) make any notes payable in money other than U.S. dollars;

(6) impair the right of any Holder to receive payment of the principal of and premium, if any, and interest on such Holder's note or to institute suit for the enforcement of any payment on or with respect to such Holder's note; or

(7) make any change in the amendment provisions which require each Holder's consent or in the waiver provisions.

Furthermore, during the Security Requirement Period, without the consent of the Holders of at leasttwo-thirds in principal amount of the notes then outstanding, an amendment or waiver may not make any change in any Collateral Document or the provisions in the indenture dealing with the Collateral or the Collateral Documents or the application of trust proceeds of the Collateral in any case that would release all or substantially all of the Collateral from the Liens of the Collateral Documents (except as permitted by the terms of the indenture and the Collateral Documents) or change or alter the priority of the security interests in the Collateral.

The Holders of a majority in principal amount of the outstanding notes may waive compliance by CQP with certain restrictive covenants on behalf of all Holders of notes, including those described under "—Covenants—Limitations on Liens" and "—Covenants—Restriction on Sale-Leasebacks." The Holders of a majority in principal amount of the outstanding notes, on behalf of all such Holders, may waive any past or existing Default or Event of Default with respect to the notes (including any such waiver obtained in connection with a tender offer or exchange offer for the notes), except a Default or Event of Default in the payment of principal, premium or interest or in respect of a provision that under the indenture cannot be modified or amended without the consent of the Holder of each outstanding note affected. A waiver by the Holders of notes of any series of compliance with a covenant, a Default or an Event of Default will not constitute a waiver of compliance with such covenant or such Default or Event of Default with respect to any other series of debt securities issued under the indenture to which such covenant, Default or Event of Default applies.

Without the consent of any Holder of notes, CQP and the Trustee may amend the indenture or the notes to:

(1) cure any ambiguity, omission, defect or inconsistency;

(2) provide for the assumption by a successor of the obligations of CQP under the indenture and the notes;

(3) provide for uncertificated notes in addition to or in place of certificated notes;

(4) establish any Subsidiary Guarantee or to reflect the release of any Subsidiary Guarantor from obligations in respect of its Subsidiary Guarantee, in either case, as provided in the indenture;

(5) secure the notes or any Subsidiary Guarantee;

(6) comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act;

(7) add to the covenants of CQP or any Subsidiary Guarantor for the benefit of the Holders of notes or surrender any right or power conferred upon CQP or any Subsidiary Guarantor;

(8) add any additional Events of Default with respect to the notes;

(9) make any change that does not adversely affect the rights under the indenture of any Holder of notes in any material respect (as determined in good faith by any officer of CQP involved in or otherwise familiar with such change);

(10) conform the text of the indenture or the notes to any provision of this Description of Notes to the extent that such provision in this Description of Notes was intended to be a verbatim recitation of a provision of the indenture, the Subsidiary Guarantees or the notes, as certified by an officer's certificate delivered to the Trustee;

(11) provide for the issuance of additional notes in accordance with the indenture;

(12) to add a Subsidiary Guarantor or co-obligor under the indenture or to release a Subsidiary Guarantor in accordance with the terms of the indenture;

(13) provide for a successor Trustee in accordance with the provisions of the indenture; and

(14) supplement any of the provisions of the indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any series of notes; *provided, however,* that any such action does not adversely affect the interest of the Holders of notes of such series or any other series of notes in any respect;

During any time when the Trustee is party to the Collateral Documents, without the consent of any Holder of notes, CQP or the Trustee may amend the Collateral Documents to:

(1) in the case of the Collateral Agency Agreement, in order to subject the security interests in the Collateral in respect of any Additional First Lien Obligations and Credit Agreement Obligations to the

terms of the Collateral Agency Agreement, in each case to the extent the Incurrence of such Indebtedness, and the grant of all Liens on the Collateral held for the benefit of such Indebtedness were permitted under the indenture;

(2) confirm and evidence the release, termination or discharge of any Lien securing the notes when such release, termination or discharge is permitted by the indenture or the Collateral Documents; and

(3) with respect to any Collateral Document, to the extent such amendment is reasonably necessary to comply with the terms of the Collateral Agency Agreement.

For the avoidance of doubt, during any time where a Security Requirement Period is not in effect or the Trustee is not party to the Collateral Documents, CQP may amend the Collateral Documents without the consent of any Holder of notes or the Trustee.

The consent of the Holders of notes is not necessary under the indenture, the notes or the Collateral Documents to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment with the consent of the Holders of the notes under the indenture becomes effective, CQP is required to mail, or deliver electronically if the notes are held at DTC, to all Holders of notes a notice briefly describing such amendment. However, the failure to give such notice to all such Holders, or any defect therein, will not impair or affect the validity of the amendment.

Defeasance and Discharge

CQP may, at its option and at any time, elect to have all of its obligations discharged with respect to the outstanding notes and all obligations of the Subsidiary Guarantors discharged with respect to their Subsidiary Guarantees ("legal defeasance") except for:

(1) the rights of Holders of outstanding notes to receive payments in respect of the principal of or interest on such notes when such payments are due from the trust referred to below;

(2) CQP's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee, and CQP's and the Subsidiary Guarantors' obligations in connection therewith; and

(4) the legal defeasance provisions of the indenture.

CQP at any time may terminate its obligations under the covenants described under "—Covenants" (other than "Merger, Consolidation or Sale of Assets") ("covenant defeasance"). CQP may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If CQP exercises its legal defeasance option, payment of the notes may not be accelerated because of an Event of Default. In the event covenant defeasance occurs in accordance with the indenture, the Events of Default described under clauses (3), (4), (5), (8) and (9) under the caption "—Events of Default and Remedies" and the Event of Default described under clause (7) under the caption "—Events of Default and Remedies" (but only with respect to Subsidiaries of CQP), in each case, will no longer constitute an Event of Default.

If CQP exercises its legal defeasance option, any security that may have been granted with respect to the notes will be released.

In order to exercise either defeasance option, CQP must irrevocably deposit in trust (the "defeasance trust") with the Trustee money, U.S. Government Obligations (as defined in the indenture) or a combination thereof sufficient, without reinvestment, as confirmed by a letter from a nationally recognized firm of independent public accountants in the form of an agreed-upon procedures letter in its then customary form, to satisfy and discharge,

for the payment of principal, premium, if any, and interest on the notes to redemption or stated maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of an opinion of counsel (subject to customary exceptions and exclusions) to the effect that Holders of the notes will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such defeasance had not occurred. In the case of legal defeasance only, such opinion of counsel must be based on a ruling of the Internal Revenue Service or other change in applicable federal income tax law.

In the event of any legal defeasance, Holders of the notes would be entitled to look only to the defeasance trust for payment of principal of and any premium and interest on their notes until maturity. Although the amount of money and U.S. Government Obligations on deposit with the Trustee would be intended to be sufficient to pay amounts due on the notes at the time of their stated maturity, if CQP exercises its covenant defeasance option for the notes and the notes are declared due and payable because of the occurrence of an Event of Default, such amount may not be sufficient to pay amounts due on the notes at the time of the acceleration resulting from such Event of Default. CQP would remain liable for such payments, however.

In addition, CQP may discharge all its obligations under the indenture with respect to the notes, other than its obligation to register the transfer of and exchange notes, *provided* that either:

(1) it delivers all outstanding notes to the Trustee for cancellation; or

(2) all such notes not so delivered for cancellation have either become due and payable or will become due and payable at their stated maturity within one year or are called for redemption or are to be called for redemption under arrangements satisfactory to the Trustee within one year, and in the case of this bullet point, it has deposited with the Trustee in trust an amount of cash sufficient, without reinvestment, to pay and discharge the entire indebtedness of such notes, including interest to the stated maturity or applicable redemption date.

Book-Entry System

The New Notes, like the Old Notes, will be represented by one or more permanent global notes in registered form without interest coupons (the "Global Notes").

The Global Notes will be deposited upon issuance with the Trustee as custodian for The Depository Trust Company ("DTC"), in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may be exchanged for notes in certificated form under certain circumstances. See "—Exchange of Global Notes for Certificated Notes."

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. CQP takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC has advised CQP that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the Initial Purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities

such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised CQP that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the Initial Purchasers with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Global Notes who are Participants in DTC's system may hold their interests therein directly through DTC. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) which are Participants in such system. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems.

The laws of some jurisdictions may require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such Persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a Person having beneficial interests in a Global Note to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or "Holders" thereof under the indenture for any purpose.

Payments in respect of the principal of, and interest and premium, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the indenture. Under the terms of the indenture, CQP and the Trustee will treat the Persons in whose names the notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving payments and for all other purposes.

Consequently, neither CQP, the Trustee nor any agent of the Issuer or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised CQP that its current practice, at the due date of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the

principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or CQP. Neither CQP nor the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the notes, and CQP and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes described herein, cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised CQP that it will take any action permitted to be taken by a Holder only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction.

However, if there is an Event of Default under the notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute such notes to its Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither CQP nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for definitive notes in registered certificated form ("Certificated Notes") if:

(1) DTC (a) notifies CQP that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act, and in each case CQP fails to appoint a successor depositary;

(2) CQP, in its sole discretion, notifies the Trustee in writing that it elects to cause the issuance of Certificated Notes (DTC has advised CQP that, in such event, under its current practices, DTC would notify its Participants of CQP's request, but will only withdraw beneficial interests from a Global Note at the request of each DTC Participant); or

(3) there will have occurred and be continuing an Event of Default with respect to the notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the indenture. In all cases, Certificated

Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures).

Exchange of Certificated Notes for Global Notes

Certificated Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to the notes.

Same Day Settlement and Payment

CQP will make payments in respect of the notes represented by the Global Notes (including principal, premium, if any, interest, if any) by wire transfer of immediately available funds to the accounts specified by the Global Note Holder. CQP will make all payments of principal, interest and premium, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders thereof or, if no such account is specified, by mailing a check to each such Holder's registered address. The notes represented by the Global Notes are expected to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. CQP expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised CQP that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

Concerning the Trustee

The indenture contains certain limitations on the right of the Trustee, should it become our creditor, to obtain payment of claims in certain cases, or to realize for its own account on certain property received in respect of any such claim as security or otherwise. The Trustee is permitted to engage in certain other transactions. However, if it acquires any conflicting interest within the meaning of the Trust Indenture Act after a Default has occurred and is continuing, it must eliminate the conflict within 90 days, apply to the SEC for permission to continue as Trustee or resign.

If an Event of Default occurs and is continuing, the Trustee shall exercise such of the rights and powers vested in it by the indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Subject to such provisions, the Trustee will not be under any obligation to exercise any of its rights or powers under the indenture at the request of any of the Holders of notes unless they have offered to the Trustee security or indemnity satisfactory to the Trustee in its sole discretion against the costs, expenses and liabilities it may incur.

The Bank of New York Mellon is the Trustee under the indenture and has been appointed by CQP as registrar and paying agent with regard to the notes. The Trustee's address is 500 Ross Street, 12th Floor, Pittsburgh, PA 15262. The Trustee and its affiliates maintain commercial banking and other relationships with CQP.

Non-Recourse to the General Partners; No Personal Liability of Officers, Directors, Employees or Partners

None of Cheniere Energy Partners GP, LLC, our general partner, its directors, officers, employees and partners nor the limited partners of CQP have any personal liability for our obligations under the indenture or the notes. Each Holder of notes, by accepting a note, waived and released all such liability. The waiver and release were each a part of the consideration for the issuance of the notes.

Separateness

Each Holder of notes, by accepting a note, is deemed to have acknowledged and affirmed (i) the separateness of anynon-guarantor Subsidiary from CQP, (ii) that it has purchased the notes from CQP in reliance upon the separateness of such non-guarantor Subsidiary from CQP, (iii) that each such Subsidiary may have assets and liabilities that are separate from those of CQP, (iv) that the Note Obligations have not been guaranteed by such non-guarantor Subsidiaries or any of their respective Subsidiaries and (v) that, except as other Persons may expressly assume or guarantee any of the Note Documents or Note Obligations, the Holders shall look solely to the property and assets of CQP and the Subsidiary Guarantors, and any property pledged as Collateral with respect to the Note Documents, for the repayment of any amounts payable under any Note Document or the notes and for satisfaction of the Note Obligations and that none of the non-guarantor Subsidiaries or any of their respective Subsidiaries shall be personally liable to the Holders for any amounts payable, or any other Note Obligation, under the Note Documents.

Governing Law

The indenture and the notes are governed by the laws of the State of New York. The Collateral Agency Agreement is governed by the laws of the State of New York.

Definitions

"2019 Credit Agreement" means, that certain Credit and Guaranty Agreement, dated May 29, 2019, by and among CQP, the subsidiary guarantors from time to time party thereto, the lenders party thereto from time to time, and MUFG Bank, Ltd. as administrative agent, as it may be further amended, amended and restated, supplemented or otherwise modified from time to time.

"Additional Agent" means the administrative agent and/or trustee (as applicable) or any other similar agent, representative or Person under any Additional First Lien Debt Facility, in each case, together with its successors and permitted assigns in such capacity.

"Additional First Lien Debt Facility" means one or more debt facilities, commercial paper facilities or indentures whose Senior Class Debt Representative has become a party to the Intercreditor Agreement in accordance therewith, in each case with banks, other lenders or trustees, providing for revolving credit loans, term loans, letters of credit, notes or other borrowings, in each case, as amended, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time; *provided* that the 2019 Credit Agreement shall not constitute an Additional First Lien Debt Facility at any time.

"Additional First Lien Documents" means, with respect to any Series of Additional First Lien Obligations, the notes, credit agreements, indentures, security documents and other operative agreements evidencing or governing such Indebtedness, and each other agreement entered into for the purpose of securing any Series of Additional First Lien Obligations, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Additional First Lien Obligations" means, with respect to any Additional First Lien Debt Facility, (a) all principal of and interest (including, without limitation, any interest that accrues after the commencement of any

case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any Obligor, whether or not allowed or allowable as a claim in any such proceeding) payable with respect to such Additional First Lien Debt Facility, (b) all other amounts payable to the related Additional First Lien Secured Parties under the related Additional First Lien Documents and (c) any renewals or extensions of the foregoing.

"Additional First Lien Secured Parties" means, with respect to any Series of Additional First Lien Obligations, the holders of such Additional First Lien Obligations, the Additional Agent with respect thereto, any trustee or agent or any other similar agent or Person therefor under any related Additional First Lien Documents and the beneficiaries of each indemnification obligation undertaken by CQP or any Subsidiary Guarantor under any related Additional First Lien Documents.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under direct or indirect common control with" have correlative meanings.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets or properties of CQP or any Subsidiary Guarantor (including the sale by CQP or any Subsidiary Guarantor of Equity Interests in any of CQP's Subsidiaries, but excluding the sale of directors' qualifying shares or shares required to be owned by other persons pursuant to applicable law and excluding any sale by CQP of CQP's equity securities or incentive distribution rights); *provided, however,* that the sale, lease, conveyance or other disposition of all or substantially all of the properties or assets (including by merger or consolidation) of CQP or a Subsidiary Guarantor will be governed by the provisions of the indenture described above under the caption "—Repurchase at the Option of Holder—Change of Control" and/or the provisions described above under the caption "—Covenants—Merger, Consolidation or Sale of Assets" (other than under clause (B) of the fifth paragraph under the caption "—Covenants—Merger, Consolidation or Sale of Assets") and not by the provisions of the Asset Sale covenant; and

(2) the issuance of Equity Interests by any of CQP's Subsidiaries (but for greater certainty excluding any issuance of Equity Interests by CQP).

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction or series of related transactions that involves properties or assets having a Fair Market Value of less than $100.0 million;

(2) (i) a transfer of properties or assets between or among CQP and the Subsidiary Guarantors or (ii) a transfer of properties or assets among non-guarantor Subsidiaries;

(3) an issuance or sale of Equity Interests by a Subsidiary of CQP to CQP or to a Subsidiary of CQP;*provided* that if the Subsidiary effecting such issuance or sale is a Subsidiary Guarantor, the issuance or sale is to CQP or a Subsidiary Guarantor;

(4) the sale or lease of products, services or accounts receivable, or other properties or assets in the ordinary course of business, including the sale or other disposition of cool-down gas, excess retainage gas and LNG or natural gas or other commercial products (and options to purchase any of the foregoing) in the ordinary course of business and any sale or other disposition of damaged, worn-out or obsolete properties or assets in the ordinary course of business;

(5) the sale or other disposition of cash or Cash Equivalents, Hedging Obligations or other financial instruments in the ordinary course of business;

(6) the grant in the ordinary course of business of a non-exclusive license of patents, trade secrets, trademarks, registrations therefor, know how or other similar intellectual property;

(7) any trade or exchange by CQP or any Subsidiary of CQP of properties or assets of any type for properties or assets of any type owned or held by another Person, including any disposition of Equity Interests of a Subsidiary of CQP in exchange for assets or properties and after which the Subsidiary whose Equity Interests have been so disposed of continues to be a Subsidiary, *provided* that the Fair Market Value of the properties or assets traded or exchanged by CQP or such Subsidiary (together with any cash or Cash Equivalents and liabilities assumed) is reasonably equivalent to the Fair Market Value of the properties or assets (together with any cash or Cash Equivalents and liabilities assumed) to be received by CQP or such Subsidiary; and *provided further* that any cash received must be applied in accordance with the provisions described above under the caption "—Repurchase at the Option of Holder—Asset Sales;"

(8) the creation or perfection of a Lien that is not prohibited by the covenant described above under the caption "—Covenants—Liens," and any disposition in connection with a Permitted Lien;

(9) dispositions in compliance with any applicable court or governmental order;

(10) the settlement, release, waiver or surrender of contract, tort or other claims in the ordinary course of business;

(11) the sale of liquefaction and other services in the ordinary course of business;

(12) the sale of any LNG and related commercial products related to additional liquefaction trains developed by CQP; and

(13) any single transaction or series of related transactions pursuant to the terms of an agreement existing on the Issue Date.

"Asset Sale Triggering Event" means the occurrence of both an Asset Sale and a Rating Decline with respect to the notes.

"Attributable Indebtedness," when used with respect to any Sale-Leaseback Transaction, means, as at the time of determination, the present value (discounted at the rate set forth or implicit in the terms of the lease included in such transaction) of the total obligations of the lessee for rental payments (other than amounts required to be paid on account of property taxes, maintenance, repairs, insurance, assessments, utilities, operating and labor costs and other items that do not constitute payments for property rights) during the remaining term of the lease included in such Sale-Leaseback Transaction (including any period for which such lease has been extended). In the case of any lease that is terminable by the lessee upon the payment of a penalty or other termination payment, such amount shall be the lesser of the amount determined assuming termination upon the first date such lease may be terminated (in which case the amount shall also include the amount of the penalty or termination payment, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the amount determined assuming no such termination.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managers or members thereof or any board or committee serving a similar management function; and

(4) with respect to any other Person, the individual, board or committee of such Person serving a management function similar to those described in clauses (1), (2) or (3) of this definition.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, regardless of whether such debt securities include any right of participation with Capital Stock.

"Change of Control" means the occurrence of any of the following:

(1) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" of related persons (as such terms are used in Section 13(d) of the Exchange Act), other than an entity owned directly or indirectly by the partners of CQP in substantially the same proportion as their ownership interests in CQP prior to such transaction, becomes the beneficial owner (as such term is used in Section 13(d) of the Exchange Act, except that such person or group shall be deemed to have "beneficial ownership" of all shares that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the voting power of the Voting Stock of CQP or the General Partner (or their respective successors by merger, consolidation or purchase of all or substantially all of their respective assets);

(2) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of CQP and its Subsidiaries taken as a whole to any "person" (as such term is used in Sections 13(d) of the Exchange Act); or

(3) the adoption of a plan relating to the liquidation or dissolution of CQP or the removal of the general partner by the limited partners of CQP;

provided that a Change of Control shall be deemed to exclude transactions where (i) on a pro forma basis, Cheniere Energy, Inc. ("CEI") retains greater than 50% control of the voting power of the Voting Stock of the General Partner, (ii) CEI is the surviving entity as a result of a corporate re-organization and combination of CQP into CEI, (iii) CQP is the surviving entity as a result of a corporate reorganization and combination of CEI into CQP (including any such reorganization the result of which CQP ceases to be a limited partnership) where on a pro forma basis, the equityholders of CEI and CQP (prior to such reorganization or combination) collectively retain greater than 50% control of the voting power of the Voting Stock of (A) the General Partner if CQP is a limited partnership, (B) the managing member if CQP is a member-managed limited liability company or (C) CQP if CQP is a corporation or a manager-managed limited liability company, and (iv) following the conversion of CQP into a corporation, on a pro forma basis, CEI retains greater than 50% control of the voting power of the Voting Stock of CQP.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Decline with respect to the notes. *"Code"* means the Internal Revenue Code of 1986, as amended, together with all rules and regulations promulgated with respect thereto.

"Collateral" means all assets and properties subject to Liens created pursuant to any Collateral Document to secure one or more Series of First Lien Obligations (other than (i) any cash or cash equivalents collateralizing letter of credit obligations under the Credit Facilities, (ii) proceeds of an event requiring a mandatory prepayment

under the 2019 Credit Agreement) or (iii) any cash or cash equivalents (x) collateralizing letters of credit obligations under, or (y) deposited in a debt service reserve account relating to, in each case, other Series of First Lien Obligations.

"Collateral Agency Agreement" means the Collateral Agency Appointment Agreement, dated as of May 29, 2019, by and among CQP, the subsidiary guarantors party thereto, the Credit Agreement Administrative Agent, the Collateral Agent and the other secured debt representatives party thereto, as it may be amended from time to time.

"Collateral Agent" means, MUFG Union Bank, N.A., as Collateral Agent under the Collateral Agency Agreement and its successors and permitted assigns thereunder.

"*Collateral Documents*" means:

(1) the Pledge and Security Agreement;

(2) the Multiple Indebtedness Mortgage, Assignment of Leases and Rents and Security Agreement;

(3) the Collateral Agency Agreement;

(4) the Intercreditor Agreement; and

(5) each of the security agreements, uncertificated security control agreements, financing statements, deposit account control agreements and other instruments executed and delivered by CQP or any Subsidiary Guarantor pursuant to the 2019 Credit Agreement, the indenture or any other Additional First Lien Documents for purposes of providing collateral security or credit support for any First Lien Obligation;

as the same may be amended, restated, supplemented or otherwise modified or replaced from time to time.

"Commodity Hedge Agreement" means (i) any agreement (including each confirmation entered into pursuant to any master agreement) providing for any swap, cap, collar, put, call, floor, future, option, spot, forward, gas or power purchase and sale agreement, fuel purchase and sale agreement, tolling agreement and capacity purchase agreement, and (ii) except to the extent entered into for the purposes of satisfying the requirements of the Sabine Pass LNG terminal or the Creole Trail Pipeline and not for speculative purposes, any emissions credit purchase or sale agreement, power transmission agreement, fuel transmission agreement, fuel storage agreement, netting agreement or similar agreement, in each case entered into in respect of any commodity, including any agreement providing for credit support for any of the foregoing, in all cases whether settled financially or physically, in each case that is secured by a first lien.

"Commodity Hedge Counterparty" means any Person that is, as of the date of the applicable Commodity Hedge Agreement, (a) (i) a commercial bank, insurance company or other similar financial institution or any Affiliate thereof, or (ii) a public utility and (b) in the business of selling, marketing, purchasing or distributing natural gas, ancillary services or other fuel.

"Commodity Hedge First Lien Obligations" means, with respect to any Commodity Hedge Agreement and any related guaranty (but without duplication), (a) the outstanding amount due and owing by CQP or any Subsidiary Guarantor to the relevant Commodity Hedge Counterparty thereunder and (b) without duplication, any and all other obligations of CQP or any Subsidiary Guarantor of any kind thereunder, whether fixed or contingent, matured or unmatured.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Controlling Agent" means the "Controlling Agent" as defined in the Intercreditor Agreement.

"Credit Agreement Administrative Agent" means MUFG Bank, Ltd., as administrative agent for the 2019 Credit Agreement Secured Parties, in such capacity and together with its successors and permitted assigns.

"Credit Agreement Obligations" means the "Obligations" as defined in the 2019 Credit Agreement.

"Credit Agreement Secured Parties" means, with respect to the 2019 Credit Agreement, the holders of the Credit Agreement Obligations, the Credit Agreement Administrative Agent, any other agent or similar Person therefor under the 2019 Credit Agreement and the beneficiaries of each indemnification obligation undertaken by CQP or any Subsidiary Guarantor under the 2019 Credit Agreement.

"Credit Facilities" means one or more debt facilities of CQP or any Subsidiary Guarantor (which may be outstanding at the same time and including, without limitation, the 2019 Credit Agreement) with banks or other institutional lenders or investors or indentures providing for revolving credit loans, term loans, letters of credit or other long-term indebtedness, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and, in each case, as such agreements may be amended, refinanced or otherwise restructured, in whole or in part from time to time (including increasing the amount of available borrowings thereunder or adding Subsidiaries of CQP as additional borrowers or guarantors thereunder) with respect to all or any portion of the Indebtedness under such agreement or agreements, any successor or replacement agreement or agreements or any indenture or successor or replacement indenture and whether by the same or any other agent, lender, group of lenders or investors.

"Default" means any event, act or condition that is, or after notice or passage of time or both would be, an Event of Default.

"Designated Senior Class Debt Representative" means the Senior Class Debt Representative designated by the holders of a majority of the principal amount of the Primary Voting Credit Facilities Obligations. As of the date of this prospectus, the Designated Senior Class Debt Representative is the Credit Agreement Administrative Agent.

"Disqualified Equity" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Equity Interest), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Equity Interest, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature (other than pursuant to a change of control or asset sale prepayment offer provision).

"Dollars" and "*$*" means lawful money of the United States.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Equity Offering" means any public or private issuance and sale of Equity Interests (other than Disqualified Equity) made for cash on a primary basis by CQP after the date of the indenture. Notwithstanding the foregoing, the term "Equity Offering" shall not include:

(1) any issuance and sale with respect to common stock registered on FormS-4, Form F-4 or Form S-8; or

(2) any issuance and sale to any Subsidiary of CQP.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor statute.

"Fair Market Value" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) that would be negotiated in an arm's-length transaction for cash between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction.

"First Lien Obligations" means the Obligations under the 2019 Credit Agreement, the Note Obligations (during any Security Requirement Period), any Additional First Lien Obligations, any Commodity Hedge First Lien Obligations and any Permitted Hedge First Lien Obligations.

"First Lien Secured Debt Instruments" means (i) the 2019 Credit Agreement and (ii) each Additional First Lien Debt Facility.

"First Lien Secured Parties" means (i) the Collateral Agent, (ii) the 2019 Credit Agreement Secured Parties, (iii) the Additional First Lien Secured Parties with respect to each Series of Additional First Lien Obligations, (iv) any Qualified Interest Rate Hedging Counterparties party to a Permitted Hedging Agreement and their Secured Hedge Representatives and (v) any Commodity Hedge Counterparties party to any Commodity Hedge Agreement and their Secured Hedge Representatives, in the case of clauses (iv) and (v), to the extent the applicable Secured Hedge Representative has executed and delivered the applicable Joinder Documents and in each case, except to the extent such Persons withdraw from the Intercreditor Agreement in accordance with the terms thereof.

"Fitch" means Fitch Ratings Inc. or any successor to the rating agency business thereof.

"GAAP" means generally accepted accounting principles in the United States, applied on a consistent basis and set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, the opinions and pronouncements of the Public Company Accounting Oversight Board and in the statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"General Partner" means Cheniere Energy Partners GP, LLC, a Delaware limited liability company, and its successors and permitted assigns as general partner of CQP or as the business entity with the ultimate authority to manage the business and operations of CQP.

"Hedging Contract" means (1) any agreement providing for options, swaps, floors, caps, collars, forward sales or forward purchases involving interest rates, commodities or commodity prices, equities, currencies, bonds, or indexes based on any of the foregoing, (2) any option, futures or forward contract traded on an exchange, and (3) any other derivative agreement or other similar agreement or arrangement.

"Hedging Obligations" of any Person means the obligations of such Person under any Hedging Contract.

"Indebtedness" means, with respect to any Person, any obligation created or assumed by such Person for the repayment of borrowed money or any guarantee thereof, if and to the extent such obligation would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP.

"Intercreditor Agreement" means the Intercreditor Agreement dated as of May 29, 2019, among CQP, each subsidiary guarantor party thereto, the Credit Agreement Administrative Agent, the Collateral Agent and the other Senior Class Debt Representatives referred to therein, as it may be further amended, amended and restated, supplemented or otherwise modified from time to time.

"Issue Date" means the first date on which notes were issued under the indenture.

"Joinder Documents" means (a) a supplement to the Intercreditor Agreement required to be delivered by an Additional Agent, Commodity Hedge Counterparty or Qualified Interest Rate Hedging Counterparty to the

Controlling Agent and Collateral Agent pursuant to the Intercreditor Agreement and (b) a supplement to the Collateral Agency Agreement required to be delivered by an Additional Agent, Commodity Hedge Counterparty or Qualified Interest Rate Hedging Counterparty to the Controlling Agent and Collateral Agent pursuant to the Collateral Agency Agreement, in each case, in order to establish an additional Series of First Lien Obligations and become First Lien Secured Parties under the Intercreditor Agreement.

"Legal Holiday" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed.

"Lien" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or similar encumbrance in, on, or of such asset, regardless of whether filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"LNG" means natural gas in a liquid state at or below its boiling point at a pressure of approximately one atmosphere.

"Material Indebtedness" means Indebtedness of CQP for borrowed money in the outstanding aggregate principal amount of $100.0 million or more.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Multiple Indebtedness Mortgage, Assignment of Leases and Rents and Security Agreement" means the Multiple Indebtedness Mortgage, Assignment of Leases and Rents and Security Agreement, dated May 29, 2019, entered into between Sabine Pass LNG, L.P. and the Collateral Agent, as it may be amended, amended and restated, supplemented or otherwise modified from time to time.

"Net Proceeds" means the aggregate cash proceeds and Cash Equivalents received by CQP or any of its Subsidiary Guarantors in respect of any Asset Sale (including any cash and Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of:

(1) the direct costs relating to such Asset Sale, including legal, accounting, investment banking and brokerage fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale,

(2) taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements,

(3) in the case of any Asset Sale by a Subsidiary, payments to holders of Equity Interests in such Subsidiary in such capacity (other than such Equity Interests held by CQP or any Subsidiary) to the extent that such payment is required to permit the distribution of such proceeds to CQP or any Subsidiary;

(4) amounts required to be applied to the repayment of Indebtedness, other than revolving credit Indebtedness except to the extent resulting in a permanent reduction in availability of such Indebtedness under a Credit Facility, secured by a Lien on the properties or assets that were the subject of such Asset Sale and all distributions and payments required to be made to minority interest holders in Subsidiaries as a result of such Asset Sale, and

(5) any amounts to be set aside in any reserve established in accordance with GAAP or any amount placed in escrow, in either case for adjustment in respect of the sale price of such properties or assets or for liabilities associated with such Asset Sale and retained by CQP or any of its Subsidiaries until such

time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Proceeds shall include only the amount of the reserve so reversed or the amount returned to CQP or its Subsidiaries from such escrow arrangement, as the case may be;

provided, that, for purposes of this definition, the following will be deemed to be cash or Cash Equivalents:

(1) any liabilities, as shown on CQP's or any Subsidiary Guarantor's most recent consolidated balance sheet or in the footnotes thereto (or as would be shown on CQP's or such Subsidiary Guarantor's consolidated balance sheet as of the date of such Asset Sale) of CQP or any Subsidiary Guarantor (other than contingent liabilities and liabilities that are by their terms subordinated in right of payment to the notes or any Subsidiary Guarantor's guarantee of the notes), that are (i) assumed by the transferee of any such assets pursuant to a written novation agreement or other similar agreement that releases CQP or such Subsidiary Guarantor from further liability with respect thereto or (ii) otherwise cancelled or terminated in connection with the transaction with such transferee (other than intercompany debt owed to CQP or a Subsidiary Guarantor);

(2) any securities, notes or other obligations or assets received by CQP or a Subsidiary Guarantor from such transferee or in connection with such Asset Sale that are converted by CQP or such Subsidiary Guarantor into cash within 90 days of their receipt to the extent of the cash received in that conversion; and

(3) Indebtedness of any Subsidiary Guarantor that ceases to be a Subsidiary Guarantor as a result of such Asset Sale (other than intercompany debt owed to CQP or a Subsidiary), to the extent that CQP and each other Subsidiary Guarantor are released from any guarantee of payment of the principal amount of such Indebtedness in connection with such Asset Sale.

"Net Tangible Assets" means, at any date of determination, the total amount of consolidated assets of CQP and its Subsidiaries (including, without limitation, any assets consisting of equity securities or equity interests in any other entity) after deducting therefrom:

(1) all current liabilities (excluding (A) any current liabilities that by their terms are extendable or renewable at the option of the obligor thereon to a time more than twelve months after the time as of which the amount thereof is being computed, and (B) current maturities of long-term debt); and

(2) the value (net of any applicable reserves) of all goodwill, trade names, trademarks, patents and other like intangible assets;

all as prepared in accordance with GAAP and set forth, or on a pro forma basis would be set forth, on a consolidated balance sheet of CQP and its Subsidiaries for CQP's most recently completed fiscal quarter for which financial statements are available.

"Non-Recourse Indebtedness" means Indebtedness as to which neither CQP nor any of its Subsidiary Guarantors is directly or indirectly liable (as a guarantor or otherwise), other than pledges of the equity of any Person that is not a Subsidiary Guarantor to secure such Non-Recourse Indebtedness of such Person.

"Note Documents" means the indenture, the notes and the Collateral Documents.

"Note Obligations" means all Obligations of CQP and the Subsidiary Guarantors under the Note Documents.

"notes" means the notes issued under the indenture on the Issue Date and any additional notes issued under the indenture after the Issue Date in accordance with the terms of the indenture.

"Obligations" means any principal, interest, premium, penalties, fees, indemnifications, reimbursements, costs, expenses, damages and other liabilities, and guarantees of payment of such principal, interest, premium, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"Obligors" means CQP and each Subsidiary Guarantor, if any, and any other Person who is liable for any of the First Lien Obligations.

"Permitted Hedging Agreement" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement, in each case, that is secured by a first lien, each of which is for the purpose of hedging the interest rate exposure associated with CQP and the Subsidiary Guarantor's operations, not for speculative purposes and entered into by CQP with a Qualified Interest Rate Hedging Counterparty.

"Permitted Hedging First Lien Obligations" means, with respect to any Permitted Hedging Agreement and any related guaranty (but without duplication), (a) the outstanding amount due and owing by CQP or any Subsidiary Guarantor to the relevant Qualified Interest Rate Hedging Counterparty thereunder and (b) without duplication, any and all other obligations of CQP or any Subsidiary Guarantor of any kind thereunder, whether fixed or contingent, matured or unmatured.

"*Permitted Liens*" means at any time:

(1) any Lien existing on any property prior to the acquisition thereof by CQP or any Subsidiary Guarantor or existing on any property of any Person that becomes a Subsidiary Guarantor after the Issue Date prior to the time such Person becomes a Subsidiary Guarantor; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary Guarantor, as the case may be, (ii) such Lien shall not apply to any other property of CQP or any Subsidiary Guarantor and (iii) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary Guarantor, as the case may be;

(2) any Lien on any real or personal tangible property securing Purchase Money Indebtedness incurred by CQP or any Subsidiary Guarantor;

(3) any Lien securing Indebtedness incurred in connection with extension, renewal, refinancing, refunding or replacement (or successive extensions, renewals, refinancing, refunding or replacements), in whole or in part, of Indebtedness secured by Liens referred to in clauses (1) or (2) above or (5) below; *provided, however,* that any such extension, renewal, refinancing, refunding or replacement Lien shall be limited to the property or assets (including replacements or proceeds thereof) covered by the Lien extended, renewed, refinanced, refunded or replaced and that the Indebtedness secured by any such extension, renewal, refinancing, refunding or replacement Lien shall be in an amount not greater than the amount of the obligations secured by the Lien extended, renewed, refinanced, refunded or replaced and any expenses of CQP or the Subsidiary Guarantors (including any premium) incurred in connection with such extension, renewal, refinancing, refunding or replacement;

(4) any Lien resulting from the deposit of moneys or evidence of indebtedness in trust for the purpose of defeasing Indebtedness of CQP or any Subsidiary Guarantor;

(5) Liens in favor of the Collateral Agent granted pursuant to the Collateral Documents securing the First Lien Obligations;

(6) Liens securing Hedging Obligations not entered into for speculative purposes and letters of credit entered into in the ordinary course of business;

(7) Banker's liens, rights of setoff and other similar Liens that are customary in the banking industry and existing solely with respect to cash and other amounts on deposit in one or more accounts (including securities and cash management arrangements) maintained by CQP or its Subsidiaries;

(8) Liens for taxes not delinquent or being contested in good faith and by appropriate proceedings in relation to which appropriate reserves are maintained and Liens for customs duties that have been deferred in accordance with the laws of any applicable jurisdiction; and

(9) Liens imposed by law or order as a result of any proceeding before any court or regulatory body that is being contested in good faith, and Liens which secure a judgment or other court-ordered award or settlement as to which CQP or the applicable Subsidiary has not exhausted its appellate rights.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, incorporated or unincorporated association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Pledge and Security Agreement" means the Pledge and Security Agreement, dated as of May 29, 2019, among CQP, each other Grantor referred to therein and the Collateral Agent, as it may be amended, amended and restated, supplemented or otherwise modified from time to time.

"Primary Voting Credit Facilities Obligations" means (a) the Credit Agreement Obligations and (b) any Additional First Lien Obligations outstanding under any Additional First Lien Documents incurred pursuant to commercial bank and/or institutional investor Indebtedness facilities that are designated by CQP as "Primary Voting Credit Facilities Obligations" pursuant to the Joinder Documents applicable to such Additional First Lien Obligations.

"Principal Property" any building, structure or other facility (together with the land on which it is erected and fixtures comprising a part thereof) owned by CQP or any Subsidiary Guarantor and used primarily for manufacturing, processing, research, warehousing or distribution, in each case located within the United States, that has a book value on the date of which the determination is being made, without deduction of any depreciation reserves, exceeding 2% of Net Tangible Assets, other than any such facility (or portion thereof) that CQP reasonably determines is not material to the business of CQP and its Subsidiaries, taken as a whole.

"Project Finance Subsidiary" means any special purpose Subsidiary of CQP that (a) CQP designates as a "Project Finance Subsidiary" by written notice to the Trustee and is formed for the sole purpose of (x) developing, financing and operating the infrastructure and capital projects of such Subsidiary or (y) owning or financing any such Subsidiary described in clause (x), (b) has no Indebtedness other than Non-Recourse Indebtedness, (c) is a Person with respect to which neither CQP nor any of the Subsidiary Guarantors has any direct or indirect obligation to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and (d) has not guaranteed or otherwise directly provided credit support for any Indebtedness of CQP or any of the Subsidiary Guarantors. SPL may not be designated as Project Finance Subsidiary.

"Purchase Money Indebtedness" of any Person means any Indebtedness of such Person to any seller or other Person, that is incurred to finance the acquisition, construction, installation or improvement of any real or personal tangible property (including Capital Stock but only to the extent of the tangible assets in such Subsidiary being acquired) used or useful in the business of such Person and its Subsidiaries and that is incurred concurrently with, or within one year following, such acquisition, construction, installation or improvement.

"Qualified Interest Rate Hedging Counterparty" means each Person permitted to be a counterparty to a Permitted Hedging Agreement in accordance with the First Lien Secured Debt Instruments.

"Rating Decline" means, with respect to any Change of Control or Asset Sale, the occurrence of:

(1) during the occurrence and continuance of any period in which CQP has two or more ratings equal to or greater than (x) Baa3 by Moody's, (y) BBB- by S&P and (z) BBB- by Fitch (or, if any of such entities cease to provide such ratings, the equivalent rating from any other "nationally recognized statistical rating organization" registered with the U.S. Securities and Exchange Commission) (such period, an "Investment Grade Period"), a ratings downgrade which results in CQP no longer having two such ratings of at least BBB- or Baa3, as applicable, or

(2) during any period which is not an Investment Grade Period, a ratings downgrade of CQP by any two of (x) Moody's, (y) S&P and (z) Fitch (or, if any of such entities cease to provide such ratings, the equivalent rating from any other "nationally recognized statistical rating organization" registered with the U.S. Securities and Exchange Commission);

provided, however, that in each case such decrease occurs on, or within 90 days after the earlier of (a) such Change of Control or Asset Sale, as applicable, (b) the date of public notice of the occurrence of such Change of Control or Asset Sale, as applicable or (c) public notice of the intention by CQP to effect such Change of Control or Asset Sale, as applicable (which period shall be extended so long as the rating of the notes is under publicly announced consideration for downgrade by any two of Moody's, S&P or Fitch); and *provided, further,* that a Rating Decline otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control or Asset Sale, as applicable, (and thus will disregarded in determining whether a Rating Decline has occurred for purposes of the definition of Change of Control Triggering Event or Asset Sale Triggering Event) if the Rating Agencies making the reduction in rating do not announce or publicly confirm or inform the Trustee in writing at CQP's or the Trustee's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control or Asset Sale, as applicable (whether or not the applicable Change of Control or Asset Sale, as applicable, has occurred at the time of the Rating Decline).

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or any successor to the rating agency business thereof.

"SEC" means the United States Securities and Exchange Commission and any successor agency thereto.

"Secured Credit Document" means (i) the 2019 Credit Agreement and each other Financing Document (as defined in the 2019 Credit Agreement), (ii) each Additional First Lien Document, (iii) each Commodity Hedge Agreement and (iv) each Permitted Hedging Agreement.

"Secured Hedge Representative" means the Person designated as such for a Permitted Hedging Agreement or Commodity Hedge Agreement, as the case may be.

"Senior Notes Parties" means, collectively, the Trustee, the Collateral Agent, each other agent, the Holders of the notes, in each case, under the indenture.

"Senior Class Debt Representative" means, (a) with respect to the Credit Agreement Obligations, the Credit Agreement Administrative Agent, (b) with respect to the indenture, the Trustee, (c) with respect to any Additional First Lien Debt Facility, the Additional Agent representing such Additional First Lien Debt Facility pursuant to the Additional First Lien Documents applicable to such Additional First Lien Debt Facility that becomes a party to the Intercreditor Agreement, (d) with respect to any Permitted Hedging Agreement, the Secured Hedge Representative representing the applicable Qualified Interest Rate Hedging Counterparty that becomes a party to the Intercreditor Agreement and (e) with respect to any Commodity Hedge Agreement, the Secured Hedge Representative representing the applicable Commodity Hedge Counterparty that becomes a party to the Intercreditor Agreement, in each case, except to the extent such Persons withdraw from the Intercreditor Agreement in accordance with the terms thereof.

"Series" means (a) with respect to the First Lien Secured Parties, each of (i) the Credit Agreement Secured Parties (in their capacities as such), (ii) during the Security Requirement Period, the Senior Notes Parties and (iii) the Additional First Lien Secured Parties whose Additional Agent has become a Senior Class Debt Representative under the Intercreditor Agreement and (b) with respect to any First Lien Obligations, each of (i) the Credit Agreement Obligations, (ii) during the Security Requirement Period, the Note Obligations, (iii) the Additional First Lien Obligations incurred pursuant to any Additional First Lien Debt Facility or any related Additional First Lien Documents, which pursuant to any Joinder Documents, are to be represented under the

Intercreditor Agreement by a Senior Class Debt Representative (in its capacity as such for such Additional First Lien Obligations), (iv) the Commodity Hedge First Lien Obligations incurred pursuant to any Commodity Hedge Agreement, which pursuant to any Joinder Documents, are to be represented under the Intercreditor Agreement by a Senior Class Debt Representative (in its capacity as such for such Commodity Hedge First Lien Obligations) and (v) the Permitted Hedging First Lien Obligations incurred pursuant to any Permitted Hedging Agreement, which pursuant to any Joinder Documents, are to be represented under the Intercreditor Agreement by a Senior Class Debt Representative (in its capacity as such for such Permitted Hedging First Lien Obligations).

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

"Subordinated Indebtedness" means Indebtedness of CQP or a Subsidiary Guarantor that is contractually subordinated in right of payment, in any respect (by its terms or the terms of any document or instrument relating thereto), to the notes or the Subsidiary Guarantee of such Subsidiary Guarantor, as applicable.

"Subsidiary" means, with respect to any Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of the Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement that effectively transfers voting power) to vote in the election of directors, managers or Trustees of the corporation, association or other business entity is at the time of determination owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"Subsidiary Guarantee" means each guarantee of the obligations of CQP under the indenture and the notes by a Subsidiary of CQP in accordance with the provisions of the indenture.

"Subsidiary Guarantor" means each Subsidiary of CQP that guarantees the notes pursuant to the terms of the indenture but only so long as such Subsidiary is a guarantor with respect to the notes on the terms provided for in the indenture.

"Voting Stock" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion of the material U.S. federal income tax considerations relevant to the exchange of New Notes for Old Notes pursuant to the exchange offer does not purport to be a complete analysis of all potential tax effects. The discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations, Internal Revenue Service rulings and pronouncements and judicial decisions now in effect, all of which may be subject to change at any time by legislative, judicial or administrative action. These changes may be applied retroactively in a manner that could adversely affect a holder of New Notes. We cannot assure you that the Internal Revenue Service will not challenge one or more of the tax consequences described in this discussion, and we have not obtained, nor do we intend to obtain, a ruling from the Internal Revenue Service or an opinion of counsel with respect to the U.S. federal tax consequences described herein. The following discussion does not deal with special classes of holders, such as banks, financial institutions, U.S. expatriates, insurance companies, regulated investment companies, dealers in securities, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, partnerships or other pass-through entities and the partners therein, controlled foreign corporations, passive foreign investment companies, persons whose functional currency is not the U.S. dollar, tax-exempt organizations, real estate investment trusts, persons subject to the alternative minimum tax and persons holding the notes as part of a "wash sale," "straddle," "hedge," "conversion transaction" or as part of a "synthetic security" or other integrated transaction for tax purposes and persons subject to special tax accounting rules under Section 451(b) of the Code. This discussion applies only to holders that hold their Old Notes as "capital assets" within the meaning of Section 1221 of the Code. Furthermore, this discussion does not address foreign, state or local tax laws or any U.S. taxes other than U.S. federal income taxes (such as estate or gift taxes).

We believe that the exchange of New Notes for Old Notes pursuant to the exchange offer should not be a taxable exchange for U.S. federal income tax purposes. Accordingly, (1) a holder should not recognize any taxable gain or loss as a result of the exchange of such holder's notes; (2) the holding period of the New Notes received should include the holding period of the Old Notes exchanged therefor; and (3) the adjusted tax basis of the New Notes received should be the same as the adjusted tax basis of the Old Notes exchanged therefor immediately before such exchange.

This discussion is for general information purposes only and is not intended to be, and should not be construed to be, legal or tax advice to any particular holder. Holders are urged to consult their own tax advisor as to the particular tax consequences of exchanging such holder's Old Notes for New Notes, including the applicability and effect of any foreign, state, local or other tax laws or estate or gift tax consequences.

PLAN OF DISTRIBUTION

Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Old Notes where such Old Notes were acquired as a result of market-making activities or other trading activities. CQP and the Subsidiary Guarantors have agreed that, for a period of 180 days after the expiration date, they will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2022, all dealers effecting transactions in the New Notes may be required to deliver a prospectus.

CQP and the Subsidiary Guarantors will not receive any proceeds from any sale of New Notes by broker-dealers. New Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to this exchange offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of New Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the expiration date CQP and the Subsidiary Guarantors will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. CQP and the Subsidiary Guarantors have agreed to pay all reasonable expenses incident to the exchange offer (including the reasonable expenses of one counsel for the Holders of the notes) other than commissions or concessions of any brokers or dealers and will indemnify the Holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the New Notes offered hereby and certain other matters relating to this exchange offer will be passed upon for us by Sidley Austin LLP, Houston, Texas.

EXPERTS

The consolidated financial statements of Cheniere Energy Partners, L.P. as of December 31, 2021 and 2020, and for each of the years in the three-year period ended December 31, 2021, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2021 have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

CHENIERE ENERGY PARTNERS, L.P.

Offer to exchange up to $1,200,000,000 of
3.25% Senior Notes due 2032
(CUSIP No. 16411Q AN1)
that have been registered under the Securities Act of 1933
for
$1,200,000,000 of 3.25% Senior Notes due 2032
(CUSIP Nos. 16411Q AL5 and U16353 AE1)
that have not been registered under the Securities Act of 1933

THE EXCHANGE OFFER EXPIRES AT 5:00 P.M., NEW YORK CITY TIME, ON , 2022, UNLESS WE EXTEND IT

PROSPECTUS

The date of this prospectus is , 2022.

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS.

Item 20. Indemnification of Directors and Officers

Indemnification of Directors and Officers of Cheniere Energy Partners, L.P.

Cheniere Energy Partners, L.P. will generally indemnify officers, directors and affiliates of our general partner to the fullest extent permitted by the law against all losses, claims, damages or similar events. Subject to any terms, conditions or restrictions set forth in the partnership agreement, Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against all claims and demands whatsoever.

Cheniere Energy Partners GP, LLC has also entered into indemnification agreements with all of its directors and elected officers. The indemnification agreements provide that Cheniere Energy Partners GP, LLC will indemnify these officers and directors to the fullest extent permitted by its certificate of formation, third amended and restated limited liability company agreement, and applicable law. The indemnification agreements also provide that these officers and directors will be entitled to the advancement of fees as permitted by applicable law and sets out the procedures required under the agreements for determining entitlement to and obtaining indemnification and expense advancement. Cheniere Energy Partners GP, LLC maintains insurance policies that provide coverage to its directors and officers against certain liabilities.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Indemnification by the Registrant Guarantors

Cheniere Energy Investments, LLC ("CEI")

CEI's limited liability company agreement provides that CEI will generally indemnify officers and managers of CEI against all losses, claims, damages or similar events. CEI's limited liability company agreement is filed as an exhibit to this registration statement. Subject to any terms, conditions or restrictions set forth in CEI's limited liability company agreement, Section 18-108 of the Delaware Limited Liability Company Act (the "LLC Act") empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against all claims and demands whatsoever.

Sabine Pass LNG-GP, LLC ("SPLGP")

SPLGP's limited liability company agreement provides that SPLGP will generally indemnify officers and managers of SPLGP against all losses, claims, damages or similar events. SPLGP's limited liability company agreement is filed as an exhibit to this registration statement. Subject to any terms, conditions or restrictions set forth in SPLGP's limited liability company agreement, Section 18-108 of the LLC Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against all claims and demands whatsoever.

Sabine Pass LNG, L.P. ("SPLNG")

Section 17-108 of the Delaware Revised Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against all claims and demands whatsoever. The fifth amended and restated agreement of limited partnership of SPLNG provides that SPLNG will exculpate and indemnify (including advancement of all defense expenses in the event of threatened or asserted claims) its general partner, Sabine Pass LNG-GP, Inc. (and any affiliate, officer, director, partner, employee, trustee and agent of the general partner) to the fullest extent permitted by law; provided, however, that SPLNG shall not exculpate or indemnify the general partner for conduct.

Sabine Pass Tug Services, LLC ("SPTS")

SPTS's limited liability company agreement provides that SPTS will generally indemnify officers and managers of SPTS against all losses, claims, damages or similar events. SPTS's limited liability company agreement is filed as an exhibit to this registration statement. Subject to any terms, conditions or restrictions set forth in SPTS's limited liability company agreement, Section 18-108 of the LLC Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against all claims and demands whatsoever.

Cheniere Pipeline GP Interests, LLC ("CCTP GP")

CCTP GP's limited liability company agreement provides that CCTP GP will generally indemnify officers and managers of CCTP GP against all losses, claims, damages or similar events. CCTP GP's limited liability company agreement is filed as an exhibit to this registration statement. Subject to any terms, conditions or restrictions set forth in CCTP GP's limited liability company agreement, Section 18-108 of the LLC Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against all claims and demands whatsoever.

Cheniere Creole Trail Pipeline, L.P. ("CTPL")

CTPL's limited partnership agreement provides that CTPL will generally indemnify officers and managers of CCTP GP against all losses, claims, damages or similar events. CTPL's limited partnership agreement is filed as an exhibit to this registration statement. Subject to any terms, conditions or restrictions set forth in CTPL's limited partnership agreement, Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against all claims and demands whatsoever.

Item 21. Exhibits and Financial Statement Schedules

(a) Exhibits.

The following exhibits are filed as part of this registration statement.

Exhibit No.	Description
3.1	Certificate of Limited Partnership of Cheniere Energy Partners, L.P. (Incorporated by reference to Exhibit 3.1 to the Partnership's Registration Statement on Form S-1 (SEC File No. 333-139572), filed on December 21, 2006)
3.2	Fourth Amended and Restated Agreement of Limited Partnership of Cheniere Energy Partners, L.P., dated as of February 14, 2017 (Incorporated by reference to Exhibit 3.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on February 21, 2017)
3.3	Certificate of Formation of Cheniere Energy Partners GP, LLC (Incorporated by reference to Exhibit 3.3 to the Partnership's Registration Statement on Form S-1 (SEC File No. 333-139572), filed on December 21, 2006)
3.4	Third Amended and Restated Limited Liability Company Agreement of Cheniere Energy Partners GP, LLC, dated as of August 9, 2012 (Incorporated by reference to Exhibit 3.2 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on August 9, 2012)
3.5	Certificate of Formation of Cheniere Energy Investments, LLC (Incorporated by reference to Exhibit 3.5 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)

Exhibit No.	Description
3.6	Amended and Restated Limited Liability Company Agreement of Cheniere Energy Investments, LLC (Incorporated by reference to Exhibit 3.6 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.7	Certificate of Formation of Sabine Pass LNG-GP, LLC (Incorporated by reference to Exhibit 3.7 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.8	Limited Liability Company Agreement of Sabine Pass LNG-GP, LLC (Incorporated by reference to Exhibit 3.8 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.9	First Amendment to Limited Liability Company Agreement of Sabine Pass LNG-GP, LLC (Incorporated by reference to Exhibit 3.9 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.10	Certificate of Limited Partnership of Sabine Pass LNG, L.P. (Incorporated by reference to Exhibit 3.1 to SPLNG's Registration Statement on Form S-4 (SEC File No. 333-138916), filed on November 22, 2006)
3.11	Sixth Amended and Restated Agreement of Limited Partnership of Sabine Pass LNG, L.P. (Incorporated by reference to Exhibit 3.1 to SPLNG's Quarterly Report on Form 10-Q (SEC File No. 333-138916), filed on August 6, 2010)
3.12	Certificate of Formation of Sabine Pass Tug Services, LLC (Incorporated by reference to Exhibit 3.15 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.13	Amended and Restated Limited Liability Company Agreement of Sabine Pass Tug Services, LLC (Incorporated by reference to Exhibit 3.16 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.14	First Amendment to Amended and Restated Limited Liability Company Agreement of Sabine Pass Tug Services, LLC (Incorporated by reference to Exhibit 3.17 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.15	Certificate of Limited Partnership of Cheniere Creole Trail Pipeline, L.P. (Incorporated by reference to Exhibit 3.18 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.16	Agreement of Limited Partnership of Cheniere Creole Trail Pipeline, L.P. (Incorporated by reference to Exhibit 3.19 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.17	First Amendment to Agreement of Limited Partnership of Cheniere Creole Trail Pipeline, L.P. (Incorporated by reference to Exhibit 3.20 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.18	Second Amendment to Agreement of Limited Partnership of Cheniere Creole Trail Pipeline, L.P. (Incorporated by reference to Exhibit 3.21 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.19	Third Amendment to Agreement of Limited Partnership of Cheniere Creole Trail Pipeline, L.P. (Incorporated by reference to Exhibit 3.22 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.20	Certificate of Formation of Cheniere Pipeline GP Interests, LLC (Incorporated by reference to Exhibit 3.23 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)

Exhibit No.	Description
3.21	Amended and Restated Limited Liability Company Agreement of Cheniere Pipeline GP Interests, LLC (Incorporated by reference to Exhibit 3.24 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
3.22	First Amendment to Amended and Restated Limited Liability Company Agreement of Cheniere Pipeline GP Interests, LLC (Incorporated by reference to Exhibit 3.25 to Cheniere Energy Partners, L.P.'s Registration Statement on Form S-4 (SEC File No. 333-225684), filed on June 15, 2018)
4.1	Indenture, dated as of February 1, 2013, by and among SPL, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as trustee (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on February 4, 2013)
4.2	First Supplemental Indenture, dated as of April 16, 2013, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on April 16, 2013)
4.3	Second Supplemental Indenture, dated as of April 16, 2013, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1.2 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on April 16, 2013)
4.4	Form of 5.625% Senior Secured Note due 2023 (Included as Exhibit A-1 to Exhibit 4.3 above)
4.5	Third Supplemental Indenture, dated as of November 25, 2013, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on November 25, 2013)
4.6	Fourth Supplemental Indenture, dated as of May 20, 2014, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on May 22, 2014)
4.7	Form of 5.750% Senior Secured Note due 2024 (Included as Exhibit A-1 to Exhibit 4.6 above)
4.8	Fifth Supplemental Indenture, dated as of May 20, 2014, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.2 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on May 22, 2014)
4.9	Form of 5.625% Senior Secured Note due 2023 (Included as Exhibit A-1 to Exhibit 4.8 above)
4.10	Sixth Supplemental Indenture, dated as of March 3, 2015, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on March 3, 2015)
4.11	Form of 5.625% Senior Secured Note due 2025 (Included as Exhibit A-1 to Exhibit 4.10 above)
4.12	Seventh Supplemental Indenture, dated as of June 14, 2016, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on June 14, 2016)
4.13	Form of 5.875% Senior Secured Note due 2026 (Included as Exhibit A-1 to Exhibit 4.12 above)
4.14	Eighth Supplemental Indenture, dated as of September 19, 2016, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 23, 2016)

Exhibit No.	Description
4.15	Ninth Supplemental Indenture, dated as of September 23, 2016, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.2 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 23, 2016)
4.16	Form of 5.00% Senior Secured Note due 2027 (Included as Exhibit A-1 to Exhibit 4.15 above)
4.17	Tenth Supplemental Indenture, dated as of March 6, 2017, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on March 6, 2017)
4.18	Form of 4.200% Senior Secured Note due 2028 (Included as Exhibit A-1 to Exhibit 4.17 above)
4.19	Eleventh Supplemental Indenture, dated as of May 8, 2020, between Sabine Pass Liquefaction, LLC and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on May 8, 2020
4.20	Form of 4.500% Senior Secured Notes due 2030 (Included as Exhibit A-1 to Exhibit 4.19 above)
4.21	Indenture, dated as of February 24, 2017, between Sabine Pass Liquefaction, LLC, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on February 27, 2017)
4.22	Form of 5.00% Senior Secured Note due 2037 (Included as Exhibit A-1 to Exhibit 4.21 above)
4.23	Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.24 to the Partnership's Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 24, 2022)
4.24	Form of 2.95% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.23 above)
4.25	Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.26 to the Partnership's Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 24, 2022)
4.26	Form of 3.17% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.25 above)
4.27	First Supplemental Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.28 to the Partnership's Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 24, 2022)
4.28	Form of 3.19% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.27 above)
4.29	Second Supplemental Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.30 to the Partnership's Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 24, 2022)
4.30	Form of 3.08% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.29 above)
4.31	Third Supplemental Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.32 to the Partnership's Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 24, 2022)
4.32	Form of 3.10% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.31 above)
4.33	Indenture, dated as of September 18, 2017, between Cheniere Energy Partners, L.P., the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 18, 2017)

Exhibit No.	Description
4.34	First Supplemental Indenture, dated as of September 18, 2017, between the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.2 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 18, 2017)
4.35	Second Supplemental Indenture, dated as of September 11, 2018, among Cheniere Energy Partners, L.P., the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 12, 2018)
4.36	Third Supplemental Indenture, dated as of September 12, 2019, among Cheniere Energy Partners, L.P., the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 12, 2019)
4.37	Form of 4.500% Senior Secured Notes due 2029 (Included as Exhibit A-1 to Exhibit 4.36 above)
4.38	Fourth Supplemental Indenture, dated as of November 5, 2020, between Cheniere Energy Partners, L.P., the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Form 10-Q (SEC File No. 001-33366), filed on November 6, 2020)
4.39	Fifth Supplemental Indenture, dated as of March 11, 2021, among Cheniere Energy Partners, L.P., the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on March 11, 2021)
4.40	Form of 4.000% Senior Notes due 2031 (Included as Exhibit A-1 to Exhibit 4.39 above)
4.41	Sixth Supplemental Indenture, dated as of September 27, 2021, among Cheniere Energy Partners, L.P., the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 27, 2021)
4.42	Form of 3.25% Senior Notes due 2032 (Included as Exhibit A-1 to Exhibit 4.41 above)
4.43	Registration Rights Agreement, dated as of September 27, 2021, among Cheniere Energy Partners, L.P., the guarantors party thereto and RB Capital Markets, LLC (Incorporated by reference to Exhibit 10.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on September 27, 2021)
4.44	Seventh Supplemental Indenture, dated as of September 27, 2021, among Cheniere Energy Partners, L.P., the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to the Partnership's Current Report on Form 8-K (SEC File No. 001-33366), filed on October 1, 2021)
4.45*	Intercreditor Agreement, dated as of May 29, 2019, among Cheniere Energy Partners, L.P., as borrower, each Subsidiary Guarantor from time to time party thereto, MUFG Bank, Ltd., as Credit Agreement Administrative Agent for the Credit Agreement Secured Parties, MUFG Union Bank, N.A., as Collateral Agent for the First Lien Secured Parties, and each Senior Class Debt Representative from time to time party thereto
5.1*	Opinion of Sidley Austin LLP regarding the validity of the New Notes
21.1	Subsidiaries of Cheniere Energy Partners, L.P. (Incorporated by reference to Exhibit 21.1 to the Partnership's Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 24, 2022)
23.1*	Consent of KPMG LLP

Exhibit No.	Description
23.2*	Consent of Sidley Austin LLP (included in Exhibit 5.1)
24.1*	Powers of Attorney (included on the signature pages hereto)
25.1*	Statement of Eligibility of Trustee on Form T-1
99.1*	Form of Letter of Transmittal with respect to the Exchange Offer
99.2*	Form of Letter to the Depository Trust Company Participants regarding the Exchange Offer
99.3*	Form of Letter to Beneficial Owners regarding the Exchange Offer
107*	Filing Fee Table

* Filed herewith.

(b) Financial Statement Schedule.

Not applicable.

Item 22. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act") may be permitted to directors, officers and controlling persons of the registrants, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of a registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, such registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

That, for purposes of determining any liability under the Securities Act of 1933, each filing of a registrant annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference in the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first-class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(5) That, for purposes of determining liability of the registrant under the Securities Act to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 19, 2022.

CHENIERE ENERGY PARTNERS, L.P.

By: Cheniere Energy Partners GP, LLC, its general partner

By: /s/ Zach Davis
Name: Zach Davis
Title: Executive Vice President and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below hereby constitutes and appoints Zach Davis and David Slack, and each of them, any of whom may act without joinder of the others, his or her lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including any and all post-effective amendments, and to file the same with all exhibits thereto and other documents necessary or advisable in connection therewith, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 19, 2022.

Signature	Title
/s/ Jack A. Fusco Jack A. Fusco	President and Chief Executive Officer, Chairman of the Board (Principal Executive Officer)
/s/ Zach Davis Zach Davis	Executive Vice President and Chief Financial Officer, Director (Principal Financial Officer)
/s/ David Slack David Slack	Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ James R. Ball James R. Ball	Director
/s/ Eric Bensaude Eric Bensaude	Director

Signature	Title
/s/ Adam Kuhnley Adam Kuhnley	Director
/s/ Lon McCain Lon McCain	Director
/s/ Mark Murski Mark Murski	Director
/s/ Vincent Pagano, Jr. Vincent Pagano, Jr.	Director
/s/ Oliver G. Richard, III Oliver G. Richard, III	Director
/s/ Matthew Runkle Matthew Runkle	Director
/s/ Aaron Stephenson Aaron Stephenson	Director

SIGNATURES

Pursuant to the requirements of the Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 19, 2022.

CHENIERE ENERGY INVESTMENTS, LLC

By: /s/ Zach Davis
Name: Zach Davis
Title: President and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below hereby constitutes and appoints Zach Davis his lawful attorney-in-fact and agent, with full power of substitution andre-substitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including any and all post-effective amendments, and to file the same with all exhibits thereto and other documents necessary or advisable in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 19, 2022.

Signature	Title
/s/ Zach Davis Zach Davis	President and Chief Financial Officer (Principal Executive Officer and Financial Officer)
/s/ David Slack David Slack	Chief Accounting Officer (Principal Accounting Officer)

CHENIERE ENERGY PARTNERS, L.P. its sole member
By: Cheniere Energy Partners GP, LLC, its general partner

By: /s/ Zach Davis
Name: Zach Davis
Title: Executive Vice President and Chief Financial Officer

SIGNATURES

Pursuant to the requirements of the Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 19, 2022.

SABINE PASS LNG-GP, LLC

By: /s/ Zach Davis
Name: Zach Davis
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below hereby constitutes and appoints Zach Davis his lawful attorney-in-fact and agent, with full power of substitution andre-substitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including any and all post-effective amendments, and to file the same with all exhibits thereto and other documents necessary or advisable in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 19, 2022.

Signature	Title
/s/ Jack A. Fusco Jack A. Fusco	President and Chief Executive Officer (Principal Executive Officer)
/s/ Zach Davis Zach Davis	Chief Financial Officer (Principal Financial Officer)
/s/ David Slack David Slack	Chief Accounting Officer (Principal Accounting Officer)

CHENIERE ENERGY INVESTMENTS, LLC, its sole member

By: /s/ Zach Davis
Name: Zach Davis
Title: President and Chief Financial Officer

SIGNATURES

Pursuant to the requirements of the Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 19, 2022.

SABINE PASS LNG, L.P.

By: Sabine Pass LNG-GP, LLC, its general partner

By: /s/ Zach Davis
Name: Zach Davis
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below hereby constitutes and appoints Zach Davis his lawful attorney-in-fact and agent, with full power of substitution andre-substitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including any and all post-effective amendments, and to file the same with all exhibits thereto and other documents necessary or advisable in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 19, 2022.

Signature	Title
/s/ Jack A. Fusco Jack A. Fusco	President and Chief Executive Officer (Principal Executive Officer)
/s/ Zach Davis Zach Davis	Chief Financial Officer (Principal Financial Officer)
/s/ David Slack David Slack	Chief Accounting Officer (Principal Accounting Officer)

SABINE PASS LNG-GP, LLC

By: CHENIERE ENERGY INVESTMENTS, LLC, its sole member

By: /s/ Zach Davis
Name: Zach Davis
Title: President and Chief Financial Officer

SIGNATURES

Pursuant to the requirements of the Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 19, 2022.

By: SABINE PASS TUG SERVICES, LLC

By: /s/ Zach Davis
Name: Zach Davis
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below hereby constitutes and appoints Zach Davis his lawful attorney-in-fact and agent, with full power of substitution andre-substitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including any and all post-effective amendments, and to file the same with all exhibits thereto and other documents necessary or advisable in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 19, 2022.

Signature	Title
/s/ Jack A. Fusco Jack A. Fusco	Chief Executive Officer (Principal Executive Officer)
/s/ Zach Davis Zach Davis	Chief Financial Officer (Principal Financial Officer)
/s/ David Slack David Slack	Chief Accounting Officer (Principal Accounting Officer)

SABINE PASS LNG, L.P., its sole member

By: Sabine Pass LNG-GP, LLC, its general partner

By: /s/ Zach Davis
Name: Zach Davis
Title: Chief Financial Officer

SIGNATURES

Pursuant to the requirements of the Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 19, 2022.

CHENIERE CREOLE TRAIL PIPELINE, L.P.

By: Cheniere Pipeline GP Interests, LLC, its general partner

By: /s/ Zach Davis
Name: Zach Davis
Title: President and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below hereby constitutes and appoints Zach Davis his lawful attorney-in-fact and agent, with full power of substitution andre-substitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including any and all post-effective amendments, and to file the same with all exhibits thereto and other documents necessary or advisable in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 19, 2022.

Signature	Title
/s/ Zach Davis Zach Davis	President and Chief Financial Officer (Principal Executive Officer and Principal Financial Officer)
/s/ David Slack David Slack	Chief Accounting Officer (Principal Accounting Officer)

CHENIERE PIPELINE GP INTERESTS, LLC.

By: Cheniere Energy Investments, LLC, its sole member

By: /s/ Zach Davis
Name: Zach Davis
Title: President and Chief Financial Officer

SIGNATURES

Pursuant to the requirements of the Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 19, 2022.

CHENIERE PIPELINE GP INTERESTS, LLC

By: /s/ Zach Davis
Name: Zach Davis
Title: President and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below hereby constitutes and appoints Zach Davis his lawful attorney-in-fact and agent, with full power of substitution andre-substitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including any and all post-effective amendments, and to file the same with all exhibits thereto and other documents necessary or advisable in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 19, 2022.

Signature	Title
/s/ Zach Davis Zach Davis	President and Chief Financial Officer (Principal Executive Officer and Principal Financial Officer)
/s/ David Slack David Slack	Chief Accounting Officer (Principal Accounting Officer)

CHENIERE ENERGY INVESTMENTS, LLC, its sole member

By: /s/ Zach Davis
Name: Zach Davis
Title: President and Chief Financial Officer

Exhibit 4.45

Execution Version

INTERCREDITOR AGREEMENT

among

CHENIERE ENERGY PARTNERS, L.P.
as Borrower,

each Subsidiary Guarantor from time to time party hereto,

MUFG BANK, LTD.,
as Credit Agreement Administrative Agent for the Credit Agreement Secured Parties,

MUFG UNION BANK, N.A.,
as Collateral Agent for the First Lien Secured Parties,

and

each Senior Class Debt Representative from time to time party hereto

dated as of May 29, 2019

TABLE OF CONTENTS

INTERCREDITOR AGREEMENT dated as of May 29, 2019 (such date, the "**Effective Date**," and such agreement, as amended, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), among Cheniere Energy Partners, L.P., a limited partnership formed under the laws of the State of Delaware (the "**Borrower**"), each Subsidiary Guarantor (as defined below) from time to time party hereto, MUFG Bank, Ltd., as administrative agent for the Credit Agreement Secured Parties (as defined below) (in such capacity and together with its successors and permitted assigns in such capacity, the "**Credit Agreement Administrative Agent**"), MUFG Union Bank, N.A., as collateral agent for the First Lien Secured Parties (as defined below) (in such capacity and together with its successors and permitted assigns in such capacity, the "**Collateral Agent**"), and each Senior Class Debt Representative from time to time party hereto for the First Lien Secured Parties of the Series with respect to which it is acting in such capacity.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Agreement Administrative Agent (for itself and on behalf of the Credit Agreement Secured Parties) and each Senior Class Debt Representative (for itself and on behalf of the First Lien Secured Parties of the applicable Series) agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Certain Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Credit Agreement and the other First Lien Secured Debt Instruments, with the Credit Agreement controlling in the event of discrepancies, or, if defined in the New York UCC, the meanings specified therein. As used in this Agreement, the following terms have the meanings specified below:

"**Additional Agent**" means the administrative agent and/or trustee (as applicable) or any other similar agent, representative or Person under any Additional First Lien Debt Facility, in each case, together with its successors and permitted assigns in such capacity.

"**Additional First Lien Debt Facility**" means one or more debt facilities, commercial paper facilities or indentures for which the requirements of Section 6.13 of this Agreement have been satisfied, in each case with banks, other lenders or trustees, providing for revolving credit loans, term loans, letters of credit, notes or other borrowings, in each case, as amended, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time; provided that the Credit Agreement shall not constitute an Additional First Lien Debt Facility at any time.

"**Additional First Lien Documents**" means, with respect to any Series of Additional First Lien Obligations, the notes, credit agreements, indentures, security documents and other operative agreements evidencing or governing such Indebtedness, and each other agreement entered into for the purpose of securing any Series of Additional First Lien Obligations.

"**Additional First Lien Obligations**" means, with respect to any Additional First Lien Debt Facility, (a) all principal of, and interest (including, without limitation, any interest, fees and other amounts which accrue after the commencement of any Insolvency or Liquidation Proceeding, whether or not allowed or allowable as a claim in any such proceeding) payable with respect to, such Additional First Lien Debt Facility, (b) all other amounts payable to the related Additional First Lien Secured Parties under the related Additional First Lien Documents and (c) any renewals or extensions of the foregoing.

"**Additional First Lien Secured Party**" means, with respect to any Series of Additional First Lien Obligations, the holders of such Additional First Lien Obligations, the Additional Agent with respect thereto, any trustee or agent or any other similar agent or Person therefor under any related Additional First Lien Documents and the beneficiaries of each indemnification obligation undertaken by the Borrower or any Credit Party under any related Additional First Lien Documents.

"**Administrative Decision**" has the meaning set out in Annex I.

"**Agreement**" has the meaning assigned to such term in the preamble hereto.

"**Bankruptcy Code**" means Title 11 of the United States Code, as amended.

"**Bankruptcy Law**" means each of the Bankruptcy Code, any similar federal, state or foreign law for the relief of debtors, or any reorganization, insolvency, moratorium or assignment for the benefit of creditors or any other marshalling of the assets or liabilities of Borrower or any of its Subsidiaries, or similar law affecting creditors' rights generally.

"**Borrower**" has the meaning assigned to such term in the preamble hereto.

"**Collateral**" means all assets and properties subject to Liens created pursuant to any First Lien Security Document to secure one or more Series of First Lien Obligations.

"**Collateral Agent**" has the meaning assigned to such term in the preamble hereto.

"**Commodity Hedge Agreement**" means (i) any agreement (including each confirmation entered into pursuant to any master agreement) providing for any swap, cap, collar, put, call, floor, future, option, spot, forward, gas or power purchase and sale agreement, fuel purchase and sale agreement, tolling agreement and capacity purchase agreement, and (ii) except to the extent entered into for the purposes of satisfying the requirements of the Projects and not for speculative purposes, any emissions credit purchase or sale agreement, power transmission agreement, fuel transmission agreement, fuel storage agreement, netting agreement or similar agreement, in each case entered into in respect of any commodity, including any agreement providing for credit support for any of the foregoing, in all cases whether settled financially or physically, in each case that is secured by a first lien.

"**Commodity Hedge Counterparty**" means any Person that is, as of the date of the applicable Commodity Hedge Agreement, (a) (i) a commercial bank, insurance company or other similar financial institution or any Affiliate thereof, or (ii) a public utility and (b) in the business of selling, marketing, purchasing or distributing natural gas, ancillary services or other fuel.

"**Commodity Hedge First Lien Obligations**" means, with respect to any Commodity Hedge Agreement and any related guaranty (but without duplication), (a) the outstanding amount due and owing by any Credit Party to the relevant Commodity Hedge Counterparty thereunder and (b) without duplication, any and all other obligations of any Credit Party of any kind thereunder, whether fixed or contingent, matured or unmatured.

"**Consent**" means, at any time with respect to any decision, a Person's agreement, approval, authorization, consent, concurrence, permission or other sanction.

"**Controlling Agent**" means, with respect to any Shared Collateral:

(a) prior to the Discharge of First Lien Obligations that are Primary Voting Credit Facilities Obligations:

(i) until the Non-Controlling Agent Enforcement Date, the Designated Senior Class Debt Representative; and

(ii) from and after the Non-Controlling Agent Enforcement Date, the Majority Non-Controlling Agent; and

(b) after the Discharge of First Lien Obligations that are Primary Voting Credit Facilities Obligations:

(i) until the earlier of (x) the Discharge of First Lien Obligations that are the Series of First Lien Obligations that constitutes the largest outstanding principal amount of any then outstanding Series of First Lien Obligations and (y) the Second Non-Controlling Agent Enforcement Date, the Majority Non-Controlling Agent; and

(ii) from and after the earlier of (x) the Discharge of First Lien Obligations that are the Series of First Lien Obligations that constitute the largest outstanding principal amount of any then outstanding Series of First Lien Obligations and (y) the Second Non-Controlling Agent Enforcement Date, the Second Majority Non-Controlling Agent.

"**Controlling Secured Parties**" means, with respect to any Shared Collateral, the Series of First Lien Secured Parties whose Senior Class Debt Representative is the Controlling Agent for such Shared Collateral.

"**Credit Agreement**" means that certain Credit and Guaranty Agreement dated as of May 29, 2019, among the Borrower, certain Subsidiaries of Borrower as and that become Subsidiary Guarantors from time to time in accordance with the terms thereof, the Lenders party thereto from time to time, the Issuing Banks party thereto from time to time, and MUFG Bank, Ltd., as Administrative Agent.

"**Credit Agreement Administrative Agent**" has the meaning assigned to such term in the preamble hereto.

"**Credit Agreement Debt Service Reserve Account**" means a deposit account (together with any successor account) of Borrower established as the "Debt Service Reserve Account" pursuant to the Credit Agreement.

"**Credit Agreement Obligations**" means the "Obligations" as defined in the Credit Agreement.

"**Credit Party**" means each of the Borrower and each Subsidiary Guarantor.

"**Debt Service Reserve Account**" means the Credit Agreement Debt Service Reserve Account or any additional "debt service reserve account" established pursuant to any Additional First Lien Documents.

"**Declined Lien**" has the meaning assigned to such term in Section 2.10(a).

"**Default**" means a "Default" (or any defined term with substantially similar meaning) as defined in any Secured Credit Document.

"**Designated Senior Class Debt Representative**" means the Senior Class Debt Representative designated by the holders of a majority of the principal amount of the Primary Voting Credit Facilities Obligations. As of the date hereof, the Designated Senior Class Debt Representative is the Credit Agreement Administrative Agent.

"**DIP Financing**" has the meaning assigned to such term in Section 2.05(b).

"**DIP Financing Liens**" has the meaning assigned to such term in Section 2.05(b).

"**DIP Lenders**" has the meaning assigned to such term in Section 2.05(b).

"**Discharge**" means, with respect to any Shared Collateral and any Series of First Lien Obligations, the date on which such Series of First Lien Obligations is no longer secured by such Shared Collateral (including by the withdrawal of the Senior Class Debt Representative for such Series of First Lien Obligations from this Agreement in accordance with the last paragraph of Section 6.13). The term "**Discharged**" shall have a corresponding meaning.

"**Discharge of First Lien Obligations**" means, with respect to any Shared Collateral, the Discharge of the applicable First Lien Obligations with respect to such Shared Collateral in accordance with the applicable First Lien Secured Debt Instrument, Commodity Hedge Agreement or Permitted Hedge Agreement; provided that a Discharge of First Lien Obligations shall not be deemed to have occurred in connection with a Refinancing of such First Lien Obligations with additional First Lien Obligations secured by such Shared Collateral under an Additional First Lien Document which has been designated in writing by the applicable Senior Class Debt Representative (under the First Lien Obligations so Refinanced) or by the Borrower, in each case, to each Senior Class Debt Representative as a "First Lien Obligation" for purposes of this Agreement.

"**Effective Date**" means May 29, 2019.

"**Event of Default**" means an "Event of Default" (or any defined term with substantially similar meaning) as defined in any Secured Credit Document.

"**Existing Indenture**" means the Indenture, dated as of September 18, 2017, as supplemented by the First Supplemental Indenture, dated as of September 18, 2017, and the Second Supplemental Indenture, dated as of September 11, 2018, by and among Borrower, various subsidiary guarantors of Borrower and The Bank of New York Mellon, as trustee.

"**First Lien Obligations**" means, collectively, (i) the Credit Agreement Obligations, (ii) each Series of Additional First Lien Obligations, (iii) each Series of Commodity Hedge First Lien Obligations and (iv) each Series of Permitted Hedge First Lien Obligations.

"**First Lien Secured Debt Instruments**" means (i) the Credit Agreement and (ii) each Additional First Lien Debt Facility.

"**First Lien Secured Parties**" means (i) the Collateral Agent, (ii) the Credit Agreement Secured Parties, (iii) the Additional First Lien Secured Parties with respect to each Series of Additional First Lien Obligations, (iv) any Qualified Interest Rate Hedging Counterparties party to a Permitted Hedging Agreement and their Secured Hedge Representatives and (v) any Commodity Hedge Counterparties party to any Commodity Hedge Agreement and their Secured Hedge Representatives, in the case of clauses (iv) and (v), to the extent the applicable Secured Hedge Representative has executed and delivered the applicable Joinder Documents and in each case, except to the extent such Persons withdraw from this Agreement in accordance with the last paragraph of Section 6.13.

"**First Lien Security Documents**" means the Security Documents and each other agreement entered into in favor of the Collateral Agent for the purpose of securing any Series of First Lien Obligations.

"**Hedging Default**" means the occurrence of an "Event of Default," "Termination Event," or "Additional Termination Event," as defined in the relevant Permitted Hedging Agreement or Commodity Hedging Agreement, as applicable, following the expiration of any applicable cure period set forth therein.

"**Impairment**" has the meaning assigned to such term in Section 1.03.

"**Insolvency or Liquidation Proceeding**" means:

(a) any voluntary or involuntary case or proceeding under the Bankruptcy Code or any other Bankruptcy Law with respect to any Credit Party;

(b) any other voluntary or involuntary insolvency, reorganization, winding-up or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Credit Party or with respect to a material portion of their respective assets (other than any merger or consolidation, liquidation, windup or dissolution not involving bankruptcy that is expressly permitted pursuant to the terms of each of the Credit Agreement and each other First Lien Secured Debt Instrument);

(c) any liquidation, dissolution, reorganization or winding up of any Credit Party whether voluntary or involuntary and whether or not involving insolvency or bankruptcy (other than any merger or consolidation, liquidation, windup or dissolution not involving bankruptcy that is expressly permitted pursuant to the terms of each the Credit Agreement and each other First Lien Secured Debt Instrument);

(d) any case or proceeding seeking arrangement, adjustment, protection, relief or composition of any debt or other property of any Credit Party;

(e) any case or proceeding seeking the entry of an order of relief or the appointment of a custodian, receiver, trustee or other similar proceeding with respect to any Credit Party or any property or Indebtedness of any Credit Party; or

(f) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Credit Party.

"**Interest Rate Agreement**" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement.

"**Intervening Creditor**" shall have the meaning assigned to such term in Section 2.01(a).

"**Joinder Documents**" means (a) a supplement to this Agreement substantially in the form ofAnnex II or Annex III hereof (with such changes as may be approved by the Collateral Agent (at the direction of the Controlling Agent, in its reasonable discretion) and such Senior Class Debt Representative) required to be delivered by an Additional Agent, Commodity Hedge Counterparty or Qualified Interest Rate Hedging Counterparty to the Controlling Agent and Collateral Agent pursuant to Section 6.13 hereto and (b) a supplement to the Collateral Agency Appointment Agreement substantially in the form of Exhibit B thereof (with such changes as may be approved by the Collateral Agent (at the direction of the Controlling Agent, in its reasonable discretion) and such Senior Class Debt Representative) required to be delivered by an Additional Agent, Commodity Hedge Counterparty or Qualified Interest Rate Hedging Counterparty to the Controlling Agent and Collateral Agent pursuant to Section 6.13 hereto, in each case, in order to establish an additional Series of First Lien Obligations and become First Lien Secured Parties hereunder.

"**Majority Non-Controlling Agent**" means, with respect to any Shared Collateral, the Senior Class Debt Representative (other than the Designated Senior Class Debt Representative) of the Series of First Lien Obligations that constitutes the largest outstanding principal amount of any then outstanding Series of First Lien Obligations (excluding the Series of Credit Agreement Obligations) with respect to such Shared Collateral.

"**Modification**" means, with respect to any Secured Credit Document, any amendment, supplement, Waiver or other modification of the terms and provisions thereof (other than the execution of Joinder Documents). The term "Modify" or any derivative thereof shall have a corresponding meaning.

"**New York UCC**" means the Uniform Commercial Code as from time to time in effect in the state of New York.

"**Non-Controlling Agent**" means, at any time with respect to any Shared Collateral, any Senior Class Debt Representative that is not the Controlling Agent at such time with respect to such Shared Collateral.

"**Non-Controlling Agent Enforcement Date**" means, with respect to any Non-Controlling Agent, the date which is 180 days (throughout which 180 day period such Non-Controlling Agent was the Majority Non-Controlling Agent) after the occurrence of both (i) an Event of Default under and as defined in the Secured Credit Document under which such Non-Controlling Agent is the Senior Class Debt Representative and (ii) the Controlling Agent and each other Senior Class Debt Representative's receipt of written notice from such Non-Controlling Agent certifying that (x) such Non-Controlling Agent is the Majority Non-Controlling Agent and that an Event of Default under and as defined in the Secured Credit Document under which such Non-Controlling Agent is the Senior Class Debt Representative has occurred and is continuing and (y) the First Lien Obligations of the Series with respect to which such Non-Controlling Agent is the Senior Class Debt Representative are currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of the applicable First Lien Secured Debt Instruments; provided that the Non-Controlling Agent Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Shared Collateral (1) at any time the Collateral Agent (at the direction of the Controlling Agent) has commenced and is diligently pursuing any enforcement action with respect to such Shared Collateral or (2) at any time any Credit Party which has granted a security interest in such Shared Collateral is then a debtor under or with respect to (or otherwise subject to) any Insolvency or Liquidation Proceeding.

"**Non-Controlling Secured Parties**" means, with respect to any Shared Collateral, the First Lien Secured Parties which are not Controlling Secured Parties with respect to such Shared Collateral.

"**Permitted Hedging Agreement**" means any Interest Rate Agreement that is secured by a first lien, each of which is for the purpose of hedging the interest rate exposure associated with Borrower's and its Subsidiary Guarantor's operations, not for speculative purposes and entered into by Borrower with a Qualified Interest Rate Hedging Counterparty.

"**Permitted Hedging First Lien Obligations**" means, with respect to any Permitted Hedging Agreement and any related guaranty (but without duplication), (a) the outstanding amount due and owing by any Credit Party to the relevant Qualified Interest Rate Hedging Counterparty thereunder and (b) without duplication, any and all other obligations of any Credit Party of any kind thereunder, whether fixed or contingent, matured or unmatured.

"**Possessory Collateral**" means any Shared Collateral in the possession of the Collateral Agent or any Senior Class Debt Representative (or its agents or bailees), to the extent that possession thereof perfects a Lien thereon under the Uniform Commercial Code of any jurisdiction. Possessory Collateral includes, without limitation, any Certificated Securities, Promissory Notes, Instruments, and Chattel Paper, in each case, delivered to or in the possession of a Collateral Agent under the terms of the First Lien Security Documents.

"**Primary Voting Credit Facilities Obligations**" means (a) the Credit Agreement Obligations and (b) any Additional First Lien Obligations outstanding under any Additional First Lien Documents incurred pursuant to commercial bank and/or institutional investor Indebtedness facilities that are designated by the Borrower as "Primary Voting Credit Facilities Obligations" pursuant to the Joinder Documents applicable to such Additional First Lien Obligations.

"**Proceeds**" has the meaning assigned to such term in Section 2.01(a).

"**Qualified Interest Rate Hedging Counterparty**" means each Person permitted to be a counterparty to a Permitted Hedging Agreement in accordance with the First Lien Secured Debt Instruments.

"**Refinance**" means, in respect of any Indebtedness, to refinance, extend, renew, defease, amend, increase, modify, supplement, restructure, replace, refund or repay, or to issue other indebtedness, in exchange or replacement for, such Indebtedness in whole or in part."**Refinanced**" and "**Refinancing**" have correlative meanings.

"**Remedy Event**" means the occurrence of the applicable Controlling Agent instructing the Collateral Agent to enforce, collect or realize on any Collateral or exercise any other right or remedy with respect to the Collateral.

"**Second Majority Non-Controlling Agent**" means, with respect to any Shared Collateral, the Senior Class Debt Representative (other than the Designated Senior Class Debt Representative) of the Series of First Lien Obligations that constitutes the second largest outstanding principal amount of any then outstanding Series of First Lien Obligations (excluding the Series of Credit Agreement Obligations) with respect to such Shared Collateral.

"**Second Non-Controlling Agent Enforcement Date**" means, with respect to any Non-Controlling Agent, the date which is 180 days (throughout which 180 day period such Non-Controlling Agent was the Second Majority Non-Controlling Agent) after the occurrence of both (i) an Event of Default under and as defined in the First Lien Secured Debt Instruments under which such Non-Controlling Agent is the Senior Class Debt Representative and (ii) the Controlling Agent and each other Senior Class Debt Representative's receipt of written notice from such Non-Controlling Agent certifying that (x) such Non-Controlling Agent is the Second Majority Non-Controlling Agent and that an Event of Default under and as defined in the First Lien Secured Debt Instruments under which such Non-Controlling Agent is the Senior Class Debt Representative has occurred and is continuing and (y) the First Lien Obligations of the Series with respect to which such Non-Controlling Agent is the Senior Class Debt Representative are currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of the applicable Secured Credit Documents; provided that the Second Non-Controlling Agent Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Shared Collateral (1) at any time the Collateral Agent (at the direction of the Controlling Agent) has commenced and is diligently pursuing any enforcement action with respect to such Shared Collateral or (2) at any time any Credit Party which has granted a security interest in such Shared Collateral is then a debtor under or with respect to (or otherwise subject to) any Insolvency or Liquidation Proceeding.

"**Secured Credit Document**" means (i) the Credit Agreement and each other Financing Document, (ii) each Additional First Lien Document, (iii) each Commodity Hedge Agreement and (iv) each Permitted Hedging Agreement.

"**Secured Hedge Representative**" means the Person designated as such for a Permitted Hedging Agreement or Commodity Hedge Agreement, as the case may be.

"**Senior Class Debt**" has the meaning assigned to such term in Section 6.13.

"**Senior Class Debt Parties**" has the meaning assigned to such term in Section 6.13.

"**Senior Class Debt Representative**" means, (a) with respect to the Credit Agreement Obligations, the Credit Agreement Administrative Agent, (b) with respect to any Additional First Lien Debt Facility, the Additional Agent representing such Additional First Lien Debt Facility pursuant to the Additional First Lien Documents applicable to such Additional First Lien Debt Facility that becomes a party hereto in accordance with Section 6.13, (c) with respect to any Permitted Hedging Agreement, the Secured Hedge Representative representing the applicable Qualified Interest Rate Hedging Counterparty that becomes a party hereto in accordance with Section 6.13 and (d) with respect to any Commodity Hedge Agreement, the Secured Hedge Representative representing the applicable Commodity Hedge Counterparty that becomes a party hereto in accordance with Section 6.13, in each case, except to the extent such Persons withdraw from this Agreement in accordance with the last paragraph of Section 6.13.

"**Senior Lien**" means the Liens on the Collateral in favor of the First Lien Secured Parties under the First Lien Security Documents.

"**Senior Unsecured Debt**" means any First Lien Obligations which, in accordance with its terms, becomes unsecured (except to the extent of any security interest in any Additional Debt Service Reserve Account established for the benefit of the holder of such Indebtedness).

"**Series**" means (a) with respect to the First Lien Secured Parties, each of (i) the Credit Agreement Secured Parties (in their capacities as such), (ii) the Additional First Lien Secured Parties whose Additional Agent has become a Senior Class Debt Representative under this Agreement after the Effective Date, (iii) the Commodity Hedge Counterparties whose Secured Hedge Representative has become a Senior Class Debt Representative under this Agreement after the Effective Date and such Secured Hedge Representative and (iv) the Qualified Interest Rate Hedging Counterparties whose Secured Hedge Representative has become a Senior Class Debt Representative under this Agreement after the Effective Date and such Secured Hedge Representative and (b) with respect to any First Lien Obligations, each of (i) the Credit Agreement Obligations, (ii) the Additional First Lien Obligations incurred pursuant to any Additional First Lien Debt Facility or any related Additional First Lien Documents, which pursuant to any Joinder Documents, are to be represented hereunder by a Senior Class Debt Representative (in its capacity as such for such Additional First Lien Obligations), (iii) the Commodity Hedge First Lien Obligations incurred pursuant to any Commodity Hedge

Agreement, which pursuant to any Joinder Documents, are to be represented hereunder by a Senior Class Debt Representative (in its capacity as such for such Commodity Hedge First Lien Obligations) and (iv) the Permitted Hedging First Lien Obligations incurred pursuant to any Permitted Hedging Agreement, which pursuant to any Joinder Documents, are to be represented hereunder by a Senior Class Debt Representative (in its capacity as such for such Permitted Hedging First Lien Obligations).

"**Shared Collateral**" means, at any time, Collateral (other than with respect to customary cash collateral arrangements with respect to the revolving credit facilities and letters of credit constituting part of the Credit Agreement and other than any "debt service reserve account" that may be established for the benefit of a specific Series of First Lien Secured Parties) in which the Collateral Agent or the holders of two or more Series of First Lien Obligations (or their respective Senior Class Debt Representatives) hold a valid and perfected security interest at such time. If more than two Series of First Lien Obligations are outstanding at any time and the holders of less than all Series of First Lien Obligations hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of First Lien Obligations that hold a valid security interest in such Collateral at such time and shall not constitute Shared Collateral for any Series which does not have a valid and perfected security interest in such Collateral at such time.

"**Subsidiary Guarantors**" means each Subsidiary of the Borrower that becomes a Subsidiary Guarantor in accordance with the terms of the First Lien Secured Debt Instruments.

"**Uniform Commercial Code**" or "**UCC**" means the New York UCC, or the Uniform Commercial Code (or any similar or comparable legislation) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"**Waiver**" means, with respect to any particular conduct, event or other circumstance, any change to an obligation of any Person under any Transaction Document requiring the Consent of one or more First Lien Secured Parties, which Consent has the effect of waiving, excusing or accepting or approving changed performance of, or non-compliance with, such obligation or any Default or Event of Default with respect thereto to the extent relating to such conduct, event or circumstance.

SECTION 1.02. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument, other document, statute or regulation herein shall be construed as referring to such agreement, instrument, other document, statute or regulation as from time to time amended, amended and restated, supplemented or otherwise modified from time to time, or, to the extent permitted hereunder, as increased, refinanced or replaced from time to time, (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (iii) the words "herein," "hereof" and "hereunder," and

words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections and Annexes shall be construed to refer to Articles, Sections and Annexes of this Agreement, (v) unless otherwise expressly qualified herein, the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (vi) the term "or" is not exclusive.

SECTION 1.03. Impairments. It is the intention of the First Lien Secured Parties of each Series that the holders of First Lien Obligations of such Series (and not the First Lien Secured Parties of any other Series) bear the risk of (i) any determination by a court of competent jurisdiction that (x) any of the First Lien Obligations of such Series are unenforceable under applicable law or are subordinated to any other obligations (other than another Series of First Lien Obligations), (y) any of the First Lien Obligations of such Series do not have an enforceable security interest in any of the Collateral securing any other Series of First Lien Obligations and/or (z) any intervening security interest exists securing any other obligations (other than another Series of First Lien Obligations) on a basis ranking prior to the security interest of such Series of First Lien Obligations but junior to the security interest of any other Series of First Lien Obligations or (ii) the existence of any Collateral for any other Series of First Lien Obligations that is not Shared Collateral (any such condition referred to in the foregoing clauses (i) or (ii) with respect to any Series of First Lien Obligations, an "**Impairment**" of such Series); provided that the existence of a maximum claim with respect to any real property subject to a mortgage which applies to all First Lien Obligations shall not be deemed to be an Impairment of any Series of First Lien Obligations. In the event of any Impairment with respect to any Series of First Lien Obligations, the results of such Impairment shall be borne solely by the holders of such Series of First Lien Obligations, and the rights of the holders of such Series of First Lien Obligations (including, without limitation, the right to receive distributions in respect of such Series of First Lien Obligations pursuant to Section 2.01) set forth herein shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of the Series of such First Lien Obligations subject to such Impairment. Additionally, in the event the First Lien Obligations of any Series are modified pursuant to applicable law (including, without limitation, pursuant to Section 1129 of the Bankruptcy Code), any reference to such First Lien Obligations or the First Lien Security Documents governing such First Lien Obligations shall refer to such obligations or such documents as so modified.

ARTICLE II

Priorities and Agreements with Respect to Shared Collateral

SECTION 2.01. Priority of Claims.

(a) Anything contained herein or in any of the Secured Credit Documents to the contrary notwithstanding (but subject to Section 1.03), if an Event of Default has occurred and is continuing, and the Collateral Agent (at the instruction of the Controlling Agent) is taking action to enforce rights in respect of any Shared Collateral, or any distribution is made in respect of any Shared Collateral in any Insolvency or Liquidation Proceeding of the Borrower or any other Credit Party, the proceeds of any sale, collection or other liquidation of any such Shared Collateral by any Senior Class Debt Representative or any First Lien Secured Party and proceeds

of any such distribution (all proceeds of any sale, collection or other liquidation of any Shared Collateral and all proceeds of any such distribution being collectively referred to as "**Proceeds**"), shall, be applied (i) FIRST, to the payment of all fees, indemnities, expenses and other amounts owing to the Collateral Agent (in its capacity as such) and to the Senior Class Debt Representatives (in their capacity as such) pursuant to the terms of any Secured Credit Document, (ii) SECOND, after a determination in accordance with Section 3.01, subject to Section 1.03, to the respective Senior Class Debt Representative for application to the payment of all outstanding First Lien Obligations (including any termination payments and any ordinary course settlement payments under any Permitted Hedging Agreements and/or Commodity Hedge Agreements), on a pro rata basis, with such Proceeds to be applied to the First Lien Obligations of a given Series in accordance with the terms of the applicable Secured Credit Documents and (iii) THIRD, after the Discharge of all First Lien Obligations, to the Borrower and the other Credit Parties or their successors or assigns, as their interests may appear, or otherwise, or as a court of competent jurisdiction may direct. Notwithstanding the foregoing, with respect to any Shared Collateral for which a third party (other than a First Lien Secured Party) has a lien or security interest that is junior in priority to the security interest of any Series of First Lien Obligations, but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of any other Series of First Lien Obligations (such third party an "**Intervening Creditor**"), the value of any Shared Collateral or Proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Shared Collateral or Proceeds to be distributed in respect of the Series of First Lien Obligations with respect to which such Impairment exists. If, despite the provisions of this Section 2.01(a), any First Lien Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the First Lien Obligations to which it is then entitled in accordance with this Section 2.01(a), such First Lien Secured Party shall hold such payment or recovery in trust for the benefit of all First Lien Secured Parties for distribution in accordance with this Section 2.01(a).

(b) It is acknowledged that the First Lien Obligations of any Series may, subject to the limitations set forth in the then extant Secured Credit Documents, be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, Refinanced or otherwise amended or modified from time to time, all without affecting the priorities set forth in Section 2.01(a) or the provisions of this Agreement defining the relative rights of the First Lien Secured Parties of any Series.

(c) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing any Series of First Lien Obligations granted on the Shared Collateral and notwithstanding any provision of the Uniform Commercial Code of any jurisdiction, or any other applicable law or the Secured Credit Documents or any defect or deficiencies in the Liens securing the First Lien Obligations of any Series or any other circumstance whatsoever (but, in each case, subject to Section 1.03), each First Lien Secured Party hereby agrees that (i) the Liens securing each Series of First Lien Obligations on any Shared Collateral shall be of equal priority and (ii) the benefits and proceeds of the Shared Collateral shall be shared among the First Lien Secured Parties as provided herein.

SECTION 2.02. Actions with Respect to Shared Collateral; Prohibition on Contesting Liens

(a) With respect to any Shared Collateral, (i) only the Controlling Agent shall instruct the Collateral Agent to and only the Collateral Agent (at the instruction of the Controlling Agent) shall act or refrain from acting with respect to the Shared Collateral and (ii) no Non-Controlling Agent or other Non-Controlling Secured Party shall or shall instruct the Collateral Agent to, commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its security interest in or realize upon, or take any other action available to it in respect of, any Shared Collateral, whether under any First Lien Security Document, applicable law or otherwise, it being agreed that only the Collateral Agent (at the instruction of the Controlling Agent) shall be entitled to take any such actions or exercise any such remedies with respect to Shared Collateral; provided that, notwithstanding the foregoing, (i) in any Insolvency or Liquidation Proceeding, any Senior Class Debt Representative or any other First Lien Secured Party may file a proof of claim or statement of interest with respect to the First Lien Obligations owed to the First Lien Secured Parties; (ii) any Senior Class Debt Representative or any other First Lien Secured Party may take any action to preserve or protect the validity and enforceability of the Liens granted in favor of First Lien Secured Parties, provided that no such action is, or could reasonably be expected to be, (A) adverse, in any material respect, to the Liens granted in favor of the Controlling Secured Parties or the rights of the Collateral Agent, the Controlling Agent or any other Controlling Secured Parties to exercise remedies in respect thereof or (B) otherwise inconsistent with the terms of this Agreement; and (iii) any Senior Class Debt Representative or any other First Lien Secured Party may file any responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of such First Lien Secured Party, including any claims secured by the Shared Collateral, in each case, to the extent not inconsistent with the terms of this Agreement. Notwithstanding the equal priority of the Liens, the Controlling Agent may instruct the Collateral Agent to, and the Collateral Agent (at the instruction of the Controlling Agent) may, deal with the Shared Collateral as if the Collateral Agent and such Controlling Agent had a Senior Lien on such Collateral. No Non-Controlling Agent or Non-Controlling Secured Party will contest, protest or object to any foreclosure proceeding or action brought by the Controlling Agent or Controlling Secured Party or any other exercise by the Controlling Agent or Controlling Secured Party of any rights and remedies relating to the Shared Collateral. The foregoing shall not be construed to limit the rights and priorities of any First Lien Secured Party or Collateral Agent with respect to any Collateral not constituting Shared Collateral.

(b) Each Senior Class Debt Representative and the First Lien Secured Parties for which it is acting hereunder agree to be bound by the provisions of this Agreement.

(c) Each of the First Lien Secured Parties agrees that it will not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the perfection, priority, validity, attachment or enforceability of a Lien held by or on behalf of any of the First Lien Secured Parties in all or any part of the Collateral, or the provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any Senior Class Debt Representative or any other First Lien Secured Party to enforce this Agreement.

SECTION 2.03. No Interference; Payment Over.

(a) Each First Lien Secured Party agrees that (i) it will not challenge, or support any other Person in challenging, in any proceeding the validity or enforceability of any First Lien Obligations of any Series or any First Lien Security Document or the validity, attachment, perfection or priority of any Lien under any First Lien Security Document or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement; (ii) it will not take or cause to be taken any action the purpose or intent of which is, or could be, to interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Shared Collateral by the Collateral Agent (at the instruction of the Controlling Agent), (iii) it will not institute in any Insolvency or Liquidation Proceeding or other proceeding any claim against the Collateral Agent or the Controlling Agent or any other First Lien Secured Party seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any Shared Collateral, and none of the Collateral Agent, the Controlling Agent or any other First Lien Secured Party shall be liable for any action taken or omitted to be taken by the Collateral Agent, the Controlling Agent or other First Lien Secured Party with respect to any Shared Collateral in accordance with the provisions of this Agreement, (iv) it will not seek, and hereby waives any right, to have any Shared Collateral or any part thereof marshaled upon any foreclosure or other disposition of such Collateral and (v) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of the Collateral Agent and any Senior Class Debt Representative or any other First Lien Secured Party to enforce this Agreement.

(b) Each First Lien Secured Party hereby agrees that if it shall obtain possession of any Shared Collateral or shall realize any proceeds or payment in respect of any such Shared Collateral, pursuant to any First Lien Security Document or by the exercise of any rights available to it under applicable law or in any Insolvency or Liquidation Proceeding or through any other exercise of remedies, at any time prior to the Discharge of each of the First Lien Obligations, then it shall hold such Shared Collateral, proceeds or payment in trust for the other First Lien Secured Parties that have a security interest in such Shared Collateral and promptly transfer such Shared Collateral, Proceeds or payment, as the case may be, to the Collateral Agent, to be distributed in accordance with the provisions of Section 2.01 hereof. For the avoidance of doubt, payments of principal, interest, fees, indemnities and expenses in the ordinary course of business are not considered Shared Collateral or proceeds thereof for purposes of this Section 2.03(b).

SECTION 2.04. Release of Liens; Termination of First Lien Security Documents

(a) The Collateral Agent's Liens on the Shared Collateral will be automatically released:

(i) in whole, upon the Discharge of First Lien Obligations;

(ii) upon any release, sale or disposition of Shared Collateral permitted pursuant to the terms of the Controlling Agent's First Lien Secured Debt Instruments that results in the release of the Lien in favor of the Controlling Agent on any Collateral (excluding, with respect to any Non-Controlling Agent, any release, sale or other disposition that is expressly prohibited by the First Lien Secured Debt Instrument of such Non-Controlling Agent as in effect on the date such Non-Controlling Agent executed the applicable Joinder Documents, unless such sale or disposition is consummated in connection with the Collateral Agent's (at the instruction of the Controlling Agent) exercise of remedies or consummated after the institution of any Insolvency or Liquidation Proceeding), the Lien in favor of such Non-Controlling Agents on such Shared Collateral shall be automatically released and discharged to the same extent as the Lien in favor of the Controlling Agent; provided that any proceeds of any Shared Collateral realized therefrom shall be applied pursuant to Section 2.01 hereof;

(iii) as to a release of less than all or substantially all of the Collateral (other than pursuant toclause (i) above) at any time prior to the Discharge of First Lien Obligations, if consent to the release of all Liens on such Collateral has been given by the Controlling Agent; or

(iv) as to a release of all or substantially all of the Collateral (other than pursuant toclause (i) above), if consent to release of that Collateral has been given by each of the Senior Class Debt Representatives or is expressly permitted in accordance with all of the Secured Credit Documents.

(b) The Collateral Agent and the Senior Class Debt Representatives agree for the benefit of the Borrower and the Subsidiary Guarantors that if the Senior Class Debt Representatives and the Collateral Agent at any time receive from the Borrower or the applicable Subsidiary Guarantor (i) an officers' certificate stating that (A) the signing officer has read Section 2.04 of this Agreement and understands the provisions and the definitions relating hereto, (B) such officer has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not the conditions precedent in this Agreement and all other Secured Credit Documents, if any, relating to the release of the Shared Collateral have been complied with and (C) in the opinion of such officer, such conditions precedent, if any, have been complied with and (ii) the proposed instrument or instruments releasing such Lien as to such property (in recordable form, if applicable), then each Senior Class Debt Representative (other than any Secured Hedge Representative whose consent is not required pursuant to Section 2.11(f) for any Modification) shall promptly (and in any event, no later than five (5) Business Days after receipt of such officer's certificate) either (x) send to the Collateral Agent a notice stating that, in its view, such release is permitted by Section 2.04(a) and/or the respective Secured Credit Documents governing the First Lien Obligations the holders of which such Senior Class Debt Representative represents, if applicable, and an instruction to execute the proposed release instrument described in clause (ii) above or (y) send to the Collateral Agent and the Borrower a notice stating that, in its view, such release is not permitted by Section 2.04(a) and/or the respective Secured Credit Documents governing the First Lien Obligations the holders of which such Senior Class Debt Representative represents (with an explanation detailing the reasons for such Senior Class Debt Representative's objections). Upon receipt by the Collateral Agent of a confirmation pursuant to Section 2.04(b)(x) from each Senior

Class Debt Representative (other than any Secured Hedge Representative whose consent is not required pursuant to Section 2.11(f) for any Modification), the Collateral Agent will execute (with such acknowledgments and/or notarizations as are required) and deliver such release to the Borrower or the applicable Subsidiary Guarantor on or before the later of (1) the date specified in such request for such release and (2) the fifth (5th) Business Day after the date of receipt of the items required by this Section 2.04(b) by the Collateral Agent.

(c) The Collateral Agent and the Senior Class Debt Representatives agree for the benefit of the Borrower and the Subsidiary Guarantors that if the Senior Class Debt Representatives and the Collateral Agent at any time receive from the Borrower or applicable Subsidiary Guarantor (i) an officers' certificate stating that (A) the signing officer has read Section 2.04(c) of this Agreement and understands the provisions and the definitions relating hereto, (B) such officer has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not the conditions precedent in this Agreement and all other Secured Credit Documents, if any, relating to the termination of the First Lien Security Documents and/or this Agreement have been complied with and (C) in the opinion of such officer, such conditions precedent, if any, have been complied with and (ii) the proposed instrument or instruments terminating such First Lien Security Documents and/or this Agreement (in recordable form, if applicable), then each Senior Class Debt Representative shall promptly (and in any event, no later than five (5) Business Days after receipt of such officer's certificate) either (x) send to the Collateral Agent a notice stating that, in its view, such termination is permitted by the respective Secured Credit Documents governing the First Lien Obligations the holders of which such Senior Class Debt Representative represents, if applicable, and an instruction to execute the proposed termination instrument described in clause (ii) above or (y) send to the Collateral Agent and the Borrower a notice stating that, in its view, such termination is not permitted by the respective Secured Credit Documents governing the First Lien Obligations the holders of which such Senior Class Debt Representative represents (with an explanation detailing the reasons for such Senior Class Debt Representative's objections). Upon receipt by the Collateral Agent of a confirmation pursuant to Section 2.04(c)(x) from each Senior Class Debt Representative, the Collateral Agent will execute (with such acknowledgments and/or notarizations as are required) and deliver such terminations to the Borrower or the applicable Subsidiary Guarantor on or before the later of (1) the date specified in such request for such termination and (2) the fifth (5th) Business Day after the date of receipt of the items required by this Section 2.04(c) by the Collateral Agent.

SECTION 2.05. Certain Agreements with Respect to Insolvency or Liquidation Proceedings.

(a) This Agreement shall continue in full force and effect notwithstanding the commencement of any Insolvency or Liquidation Proceeding by or against Borrower or any of its Subsidiaries.

(b) If the Borrower and/or any other Credit Party shall become subject to a Insolvency or Liquidation Proceeding and shall, as debtor(s)-in-possession, move for approval of financing ("**DIP Financing**") to be provided by one or more lenders (the "**DIP Lenders**") under Section 364 of the Bankruptcy Code or any equivalent provision of any other Bankruptcy Law or the use of cash collateral under Section 363 of the Bankruptcy Code or any equivalent provision

of any other Bankruptcy Law, each First Lien Secured Party agrees that it will raise no objection to any such financing or to the Liens on the Shared Collateral securing the same ("**DIP Financing Liens**") or to any use of cash collateral that constitutes Shared Collateral unless the Controlling Agent or any Controlling Secured Party shall not consent to or shall oppose or object to such DIP Financing or such DIP Financing Liens or use of cash collateral (and (i) to the extent that such DIP Financing Liens are senior to the Liens on any such Shared Collateral for the benefit of the Controlling Secured Parties, each Non-Controlling Secured Party will subordinate its Liens with respect to such Shared Collateral on the same terms as the Liens of the Controlling Secured Parties (other than any Liens of any First Lien Secured Parties constituting DIP Financing Liens) are subordinated thereto, and (ii) to the extent that such DIP Financing Liens rank *pari passu* with the Liens on any such Shared Collateral granted to secure the First Lien Obligations of the Controlling Secured Parties, each Non-Controlling Secured Party will confirm the priorities with respect to such Shared Collateral as set forth herein), in each case so long as (A) the First Lien Secured Parties of each Series retain the benefit of their Liens on all such Shared Collateral pledged to the DIP Lenders, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-a-vis all the other First Lien Secured Parties (other than any Liens of the First Lien Secured Parties constituting DIP Financing Liens) as existed prior to the commencement of the Insolvency or Liquidation Proceeding, (B) the First Lien Secured Parties of each Series are granted Liens on any additional collateral pledged to any First Lien Secured Parties as adequate protection or otherwise in connection with such DIP Financing or use of cash collateral, with the same priority vis-a-vis the First Lien Secured Parties as set forth in this Agreement, (C) if any amount of such DIP Financing or cash collateral is applied to repay any of the First Lien Obligations, such amount is applied pursuant to Section 2.01 of this Agreement, and (D) if any First Lien Secured Parties are granted adequate protection with respect to First Lien Obligations subject hereto, including in the form of periodic payments, in connection with such DIP Financing or use of cash collateral, the proceeds of such adequate protection are applied pursuant to Section 2.01 of this Agreement; provided that the First Lien Secured Parties of each Series shall have a right to object to the grant of a Lien to secure the DIP Financing over any Collateral subject to Liens in favor of the First Lien Secured Parties of such Series or its Collateral Agent that shall not constitute Shared Collateral; and provided, further, that the First Lien Secured Parties receiving adequate protection shall not object to any other First Lien Secured Party receiving adequate protection comparable to any adequate protection granted to such First Lien Secured Parties in connection with a DIP Financing or use of cash collateral.

SECTION 2.06. Reinstatement. In the event that any of the First Lien Obligations shall be paid in full and such payment or any part thereof shall subsequently, for whatever reason (including an order or judgment for disgorgement of a preference under Bankruptcy Law, or any similar law, or the settlement of any claim in respect thereof), be required to be returned or repaid, the terms and conditions of this Article II shall be fully applicable thereto until all such First Lien Obligations shall again have been paid in full in cash.

SECTION 2.07. Insurance. As between the First Lien Secured Parties, the Controlling Agent shall have the right, subject to the terms of the applicable First Lien Secured Debt Instrument, to adjust or settle any insurance policy or claim covering or constituting Shared Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding affecting the Shared Collateral.

SECTION 2.08. Refinancings. The First Lien Obligations of any Series may be Re-financed, in whole or in part, in each case, without notice to, or the consent (except to the extent a consent is otherwise required to permit the Refinancing transaction under any First Lien Secured Debt Instrument) of any First Lien Secured Party of any other Series, all without affecting the priorities provided for herein or the other provisions hereof; provided that the collateral agent of the holders of any such Refinancing indebtedness shall have executed the applicable Joinder Documents on behalf of the holders of such Refinancing indebtedness.

SECTION 2.09. Possessory Collateral Agent as Gratuitous Bailee for Perfection

(a) The Collateral Agent agrees to hold (including by way of control) any Shared Collateral that is in its possession or under its control (or in the possession or control of its agents or bailees) as gratuitous bailee or gratuitous agent, as applicable, for the benefit of each other First Lien Secured Party and any assignee solely for the purpose of perfecting the security interest granted in such Shared Collateral, if any, pursuant to the applicable First Lien Security Documents, in each case, subject to the terms and conditions of this Section 2.09; provided that if the Collateral Agent resigns or is removed pursuant to Section 5.6 of the Collateral Agency Appointment Agreement, the Collateral Agent shall (at the sole cost and expense of the Credit Parties), promptly deliver all Possessory Collateral to the successor Collateral Agent together with any necessary endorsements reasonably requested by the successor Collateral Agent (or make such other arrangements as shall be reasonably requested by the successor Collateral Agent to allow the successor Collateral Agent to obtain control of such Shared Collateral). Pending delivery or granting control to the successor Collateral Agent, each Senior Class Debt Representative agrees to hold (including by way of control) any Shared Collateral, from time to time in its possession or under its control, as gratuitous bailee or gratuitous agent for the benefit of each other First Lien Secured Party and any assignee, solely for the purpose of perfecting the security interest granted in such Shared Collateral, if any, pursuant to the applicable First Lien Security Documents, in each case, subject to the terms and conditions of this Section 2.09.

(b) The duties or responsibilities of the Collateral Agent and each Senior Class Debt Representative under this Section 2.09 shall be limited solely to holding (including by way of control) any Shared Collateral as gratuitous bailee or gratuitous agent, as applicable for the benefit of each other First Lien Secured Party for purposes of perfecting the Lien held by such First Lien Secured Parties therein.

SECTION 2.10. Similar Lien and Agreements. The parties hereto agree that it is their intention that the Collateral (other than with respect to customary cash collateral arrangements with respect to the revolving credit facilities and letters of credit constituting part of the Credit Agreement and other than any "debt service reserve account" that may be established for the benefit of a specific Series of First Lien Secured Parties) be identical for all First Lien Secured Parties; provided, that this provision will not be violated with respect to any particular Series if the First Lien Security Documents for such Series prohibits the collateral agent for that Series from accepting a Lien on such asset or property or such collateral agent otherwise expressly declines to accept a Lien on such asset or property (any such prohibited or declined Liens with respect to a particular Series, a "**Declined Lien**"). In furtherance of, but subject to, the foregoing, the parties hereto agree, subject to the other provisions of this Agreement:

(a) upon request by the Collateral Agent or any Senior Class Debt Representative, to cooperate in good faith (and to direct their counsel to cooperate in good faith) from time to time in order to determine the specific items included in the Shared Collateral and the steps taken to perfect their respective Liens thereon and the identity of the respective parties obligated under the First Lien Security Documents; and

(b) that the documents and agreement creating or evidencing the Liens on Shared Collateral securing the First Lien Obligations shall be in all material respects the same forms of documents as one another, except that the documents and agreements creating or evidencing the Liens securing the Additional First Lien Obligations may contain additional provisions as may be necessary or appropriate to establish the intercreditor arrangements among the various separate classes of creditors holding Additional First Lien Obligations and to address any Declined Lien.

SECTION 2.11. Modifications.

(a) Neither the Collateral Agent nor any Senior Class Debt Representative shall enter into any Modification of (i) the Pledge and Security Agreement, (ii) the Mortgage or (iii) this Agreement unless the Collateral Agent (at the instruction of the Controlling Agent), each Senior Class Debt Representative (acting in accordance with the applicable Secured Credit Document) and the Borrower has provided its Consent to such Modification in writing.

(b) Subject to clause (a) above, each First Lien Secured Party agrees that the Collateral Agent (at the instruction of the Controlling Agent), any Series of First Lien Secured Parties, or any Senior Class Debt Representative, as applicable, may enter into any Modification of any Secured Credit Document to which it is a party in such capacity that does not violate this Agreement without the Consent of any Senior Class Debt Representative, any other Series of First Lien Secured Parties or the Collateral Agent, as applicable.

(c) Without the Consent of any other First Lien Secured Party, the Collateral Agent or any Senior Class Debt Representative may (and may authorize the Administrative Agent or any Additional Agent to) make any Administrative Decision or effect any Modification that constitutes an Administrative Decision.

(d) Neither this Agreement nor any provision hereof, which by the terms of this Agreement requires the Borrower's consent or which increases the obligations or reduces the rights of the Borrower or any Subsidiary Guarantor, may be terminated or Modified without the written Consent of the Borrower.

(e) Without the Consent of any Senior Class Debt Representative, the Collateral Agent (at the instruction of the Controlling Agent) may effect Modifications to this Agreement to the extent necessary to reflect any incurrence of any Additional First Lien Obligations in compliance with the Credit Agreement and any other First Lien Secured Debt Instrument.

(f) Notwithstanding anything to the contrary in this Agreement, the Consent of the Secured Hedge Representative (in its capacity as such) shall not be required for any Modification other than with respect to Modifications of (i) its Permitted Hedging Agreement and/or Commodity Hedge Agreement, (ii) Article V of this Agreement, or (iii) any Secured Credit Document that would impact the rights of such Secured Hedge Representative under such Permitted Hedging Agreement and/or Commodity Hedge Agreement in a manner materially and adversely different from the impact on any other First Lien Secured Party.

ARTICLE III

Existence and Amounts of Liens and Obligations

SECTION 3.01. Determinations with Respect to Amounts of Liens and Obligations. Whenever the Collateral Agent or any Senior Class Debt Representative shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any First Lien Obligations of any Series, or the Shared Collateral subject to any Lien securing the First Lien Obligations of any Series, it may request that such information be furnished to it in writing by each Senior Class Debt Representative and shall be entitled to make such determination on the basis of the information so furnished; provided, however, that if the Collateral Agent or any Senior Class Debt Representative shall fail or refuse reasonably promptly to provide the requested information, the Collateral Agent or the requesting Senior Class Debt Representative, as applicable, shall be entitled to make any such determination by such method as it may, in the exercise of its good faith judgment, determine (to the extent such method is permitted under the First Lien Secured Debt Instruments), including by reliance upon a certificate of the Borrower. The Collateral Agent and each Senior Class Debt Representative may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to any Credit Party, any First Lien Secured Party or any other Person as a result of such determination.

SECTION 3.02. Application of Proceeds.

(a) Whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Credit Party, any Collateral or any proceeds thereof received in connection with the sale or other disposition of, or collection or realization on, such Collateral and proceeds thereof shall be applied (subject to Section 3.02(b) and (c) below) in accordance with the priority set forth inSection 2.01(a).

(b) Notwithstanding anything to the contrary herein:

(i) in the event any cash collateral account is established under the First Lien Security Documents for the purpose of cash collateralizing letters of credit as contemplated by the definition of Discharge of Obligations (as defined in the Credit Agreement) or as otherwise contemplated by the First Lien Secured Debt Instruments and/or First Lien Security Documents (including the L/C Cash Collateral Accounts, as defined in the Credit Agreement), such cash collateral account shall only be for the benefit of the particular First Lien Secured Parties who issued or have participation interests in such letters of credit (and related obligations) being cash collateralized; and

(ii) solely with respect to the L/C Cash Collateral Accounts (as defined in the Credit Agreement) or any other similar account under any other Series of First Lien Secured Debt Instruments, following any Remedy Event, the drawing on any outstanding letters of credit secured by any L/C Cash Collateral Account (as defined in the Credit Agreement) or any other similar account under any other Series of First Lien Secured Debt Instruments, or any other event or circumstance permitting or requiring application of funds in the any L/C Cash Collateral Account (as defined in the Credit Agreement) or any other similar account under any other Series of First Lien Secured Debt Instruments, in each case as certified to the Collateral Agent by the applicable First Lien Secured Party, the Collateral Agent shall comply with applicable instructions from such First Lien Secured Party with respect to the applicable L/C Cash Collateral Account (as defined in the Credit Agreement) or any other similar account under any other Series of First Lien Secured Debt Instruments.

(c) Notwithstanding anything to the contrary herein, and in each case to the extent set forth in the Credit Agreement, the Lien of the Collateral Agent in, to and under (i) the Credit Agreement Debt Service Reserve Account and all funds on deposit therein or credited thereto or drawn thereunder shall be solely for the benefit of the Term Loan Lenders (as defined in the Credit Agreement) and (ii) any other additional Debt Service Reserve Account and all funds on deposit therein or credited thereto or drawn thereunder shall be solely for the benefit of First Lien Secured Parties for whom such additional Debt Service Reserve Account was established pursuant to the First Lien Secured Debt Instruments.

ARTICLE IV

The Controlling Agent and Collateral Agent

SECTION 4.01. Appointment and Authority.

(a) Each of the First Lien Secured Parties hereby irrevocably appoints and authorizes the Controlling Agent and the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Controlling Agent and the Collateral Agent, respectively, by the terms hereof, together with such powers as are reasonably incidental thereto. In this connection, the Controlling Agent, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Controlling Agent or the Collateral Agent pursuant to the applicable Secured Credit Documents for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under any of the First Lien Security Documents shall be entitled to the benefits of all provisions of this Article IV and Article IX of the Credit Agreement, Article V of the Collateral Agency Appointment Agreement and the equivalent provision of any Additional First Lien Document (as though such co-agents, sub-agents and attorneys-in-fact were the "Collateral Agent" named therein) as if set forth in full herein with respect thereto. Without limiting the foregoing, each of the First Lien Secured Parties, and each Senior Class Debt Representative, hereby agrees to provide such cooperation and assistance as may be reasonably requested by the Controlling Agent or the Collateral Agent to facilitate and effect actions taken or intended to be taken by the Controlling Agent or the Collateral Agent, as applicable, pursuant to this Article IV, such cooperation to include execution and delivery of notices, instruments and other documents as are reasonably deemed necessary by the Controlling Agent or the Collateral Agent to effect such actions, and joining in any action, motion or proceeding initiated by the Collateral Agent (at the instruction of the Controlling Agent) for such purposes.

(b) In furtherance of the foregoing, each Non-Controlling Secured Party acknowledges and agrees that the Controlling Agent shall be entitled to instruct the Collateral Agent to and the Collateral Agent (at the instruction of the Controlling Agent) shall be entitled to, for the benefit of the First Lien Secured Parties, to sell, transfer or otherwise dispose of or deal with any Shared Collateral as provided herein and in the First Lien Security Documents, without regard to any rights to which the Non-Controlling Secured Parties would otherwise be entitled as a result of the First Lien Obligations held by such Non-Controlling Secured Parties. Without limiting the foregoing, each Non-Controlling Secured Party agrees that none of the Collateral Agent, the Controlling Agent or any other First Lien Secured Party shall have any duty or obligation first to marshal or realize upon any type of Shared Collateral (or any other Collateral securing any of the First Lien Obligations), or to sell, dispose of or otherwise liquidate all or any portion of such Shared Collateral (or any other Collateral securing any First Lien Obligations), in any manner that would maximize the return to the Non-Controlling Secured Parties, notwithstanding that the order and timing of any such realization, sale, disposition or liquidation may affect the amount of proceeds actually received by the Non-Controlling Secured Parties from such realization, sale, disposition or liquidation. Each of the First Lien Secured Parties waives any claim it may now or hereafter have against the Collateral Agent, the Controlling Agent or the collateral agent for any other Series of First Lien Obligations or any other First Lien Secured Party of any other Series arising out of (i) any actions that do not violate this Agreement which any Senior Class Debt Representative or any First Lien Secured Party takes or omits to take (including, actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, sale, release or depreciation of, or failure to realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the First Lien Obligations from any account debtor, guarantor or any other party) in accordance with the First Lien Security Documents or any other agreement related thereto or to the collection of the First Lien Obligations or the valuation, use, protection or release of any security for the First Lien Obligations, (ii) any election by any Senior Class Debt Representative or any holders of First Lien Obligations, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b) of the Bankruptcy Code or (iii) subject to Section 2.05, any borrowing by, or grant of a security interest or administrative expense priority under Section 364 of the Bankruptcy Code or any equivalent provision of any other Bankruptcy Law by, any Credit Party or any of its Subsidiaries, as debtor-in-possession.

SECTION 4.02. Rights as a First Lien Secured Party.

(a) The Person serving as the Collateral Agent or the Controlling Agent hereunder shall have the same rights and powers in its capacity as a First Lien Secured Party under any Series of First Lien Obligations that it holds as any other First Lien Secured Party of such Series and may exercise the same as though it were not the Collateral Agent or the Controlling Agent, as applicable, and the term "First Lien Secured Party" or "First Lien Secured Parties" or (as applicable) "Credit Agreement Secured Party," "Credit Agreement Secured Parties," "Additional First Lien Secured Party" or "Additional First Lien Secured Parties" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Collateral Agent or the Controlling Agent, as applicable, hereunder in its individual capacity.

Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Credit Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Collateral Agent or the Controlling Agent, as applicable, hereunder and without any duty to account therefor to any other First Lien Secured Party.

SECTION 4.03. Exculpatory Provisions. Neither the Collateral Agent nor the Controlling Agent shall have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, neither the Collateral Agent nor the Controlling Agent:

(i) shall be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing;

(ii) shall have any duty to take any discretionary action or exercise any discretionary powers;

(iii) shall, except as expressly set forth herein, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to a Credit Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Controlling Agent or any of its Affiliates in any capacity;

(iv) shall be liable for any action taken or not taken by it (1) in the absence of its own gross negligence or willful misconduct as determined by the non-appealable judgment of a court of competent jurisdiction or (2) in reliance on a certificate of an authorized officer of the Borrower stating that such action is permitted by the terms of this Agreement. Neither the Collateral Agent nor the Controlling Agent shall be deemed to have knowledge of any Event of Default under any Series of First Lien Obligations unless and until notice describing such Event of Default and referencing applicable agreement is given to the Collateral Agent or the Controlling Agent, respectively;

(v) shall be responsible for or have any duty to ascertain or inquire into (1) any statement, warranty or representation made in or in connection with this Agreement or any other First Lien Security Document, (2) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (3) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (4) the validity, enforceability, effectiveness or genuineness of this Agreement, any other First Lien Security Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the First Lien Security Documents, (5) the value or the sufficiency of any Collateral for any Series of First Lien Obligations, or (6) the satisfaction of any condition set forth in any First Lien Secured Debt Instrument, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent or the Controlling Agent, as applicable; and

(vi) needs to segregate money held hereunder from other funds except to the extent required by law. The Collateral Agent shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing.

SECTION 4.04. Collateral and Guaranty Matters. Each of the Senior Class Debt Representatives (on behalf of itself and the First Lien Secured Parties it represents) irrevocably authorizes the Collateral Agent, at its option, to release any Lien on any property granted to or held by the Collateral Agent under any First Lien Security Document in accordance with Section 2.04 or upon receipt of a written request from the Borrower stating that the releases of such Lien is permitted by the terms of each Secured Credit Document then in effect.

ARTICLE V

Agreement of Qualified Interest Rate Hedging Counterparties

SECTION 5.01. Undertakings of Qualified Interest Rate Hedging Counterparties.

(a) Each Secured Hedge Representative agrees on behalf of the applicable Qualified Interest Rate Hedging Counterparty, until the Discharge of First Lien Obligations (or such date that would be the date of the Discharge of First Lien Obligations if final indefeasible payment in full in cash had been made of all the First Lien Obligations under Permitted Hedging Agreements and such payment of First Lien Obligations has not actually occurred), or except with the prior approval of the Collateral Agent (acting at the instruction of the Controlling Agent), no Qualified Interest Rate Hedging Counterparty shall:

(i) terminate or close out any First Lien Obligations under any Permitted Hedging Agreement unless (A) (x) a Hedging Default exists and (y) such terminating Qualified Interest Rate Hedging Counterparty has complied with the provisions of Section 5.01(b) or (B) such termination is at the Borrower's request in connection with a prepayment of the Term Loans; or

(ii) demand or receive payment, prepayment or repayment of, or any distribution in respect of, or on account of, any liability of any Credit Party under a Permitted Hedging Agreement (other than scheduled payments under that Permitted Hedging Agreement, payments made to terminate or close out any Permitted Hedging Agreement as provided in clause (i) above in accordance with the Financing Documents, and amounts received from or through the Permitted Hedging Agreement or the Collateral Agent pursuant to the Financing Documents to which such Qualified Interest Rate Hedging Counterparty is party);

provided that, notwithstanding the foregoing or anything herein to the contrary, a Qualified Interest Rate Hedging Counterparty may demand and hold cash collateral under and in accordance with the credit support annex to the Permitted Hedging Agreement to which it is a party and may take such actions as provided therein, including exercising rights and remedies with respect to such cash collateral upon an event of default thereunder, as provided in and in accordance with such credit support annex.

(b) Upon becoming aware of a Hedging Default, the affected Qualified Interest Rate Hedging Counterparty shall as soon as reasonably practical send to its Secured Hedge Representative, the Borrower and the Collateral Agent a notice stating that a Hedging Default has occurred and describing such Hedging Default and not take any action to terminate the Permitted Hedging Agreement or to demand payment under the Permitted Hedging Agreement as a result of such Hedging Default without the prior written consent of the Collateral Agent (acting at the instruction of the Controlling Agent) until the earlier of (A) 5 Business Days after the delivery of notice of the Hedging Default and (B) the time at which all First Lien Obligations under the First Lien Secured Debt Instruments have been accelerated. The affected Qualified Interest Rate Hedging Counterparty may satisfy its notification obligation set forth herein by contemporaneously sending to the Collateral Agent a copy of the notice that such Qualified Interest Rate Hedging Counterparty sends to the Borrower under Section 6 of the Permitted Hedging Agreement to which it is a party. The Collateral Agent shall promptly give notice of the Hedging Default to each other Senior Class Debt Representative.

(c) A Secured Hedge Representative in respect of a Permitted Hedging Agreement may become a Senior Class Debt Representative hereunder, and the applicable Qualified Interest Rate Hedging Counterparty party to such Permitted Hedging Agreement may become subject hereto and bound hereby, by executing and delivering an instrument substantially in the form of Annex III (with such changes as may be reasonably approved by the Controlling Agent and such Senior Class Debt Representative).

SECTION 5.02. Restriction on Commencement of Proceedings.

(a) Without limiting Section 5.01 (*Undertakings of Qualified Interest Rate Hedging Counterparties*), each Secured Hedge Representative for a Permitted Hedging Agreement agrees on behalf of the applicable Qualified Interest Rate Hedging Counterparty that, until the Discharge of First Lien Obligations, or except with the prior approval of the Collateral Agent (acting at the instruction of the Controlling Agent), no Qualified Interest Rate Hedging Counterparty nor any Person on its behalf or appointed by it will sue for or institute legal proceedings to recover all or any part of the First Lien Obligations under its Permitted Hedging Agreement nor petition or apply for or vote in favor of any resolution for the reorganization, bankruptcy, winding-up, dissolution, administration of, or a voluntary arrangement in relation to, any Credit Party;provided, however, that nothing in this Section shall prohibit (i) any legal proceedings commenced after the Collateral Agent has (x) completed an action under Section 2.02 and (y) received proceeds of Security, distributions from any Credit Party, or any trustee, administrator, liquidator, receiver or other representative of the estate of any Credit Party (in bankruptcy or otherwise) or other payments of any kind in respect of the First Lien Obligations under the Permitted Hedging Agreements, or (ii) any filing or voting of claims in any pending legal proceeding (in an Insolvency or Liquidation Proceeding or otherwise) for the reorganization, bankruptcy, winding-up, dissolution, administration of, or a voluntary arrangement in relation to, any Credit Party, in each case to recover the portion of such proceeds, distributions or payments which any such Qualified Interest Rate Hedging Counterparty is entitled to receive under this Agreement.

(b) Notwithstanding any other provision of this Article V, each Secured Hedge Representative and Qualified Interest Rate Hedging Counterparty shall have the right to join in the commencement of a proceeding of the type described above if any First Lien Secured Party has commenced or joined in the commencement of such a proceeding, provided, however, that no Secured Hedge Representative or Qualified Interest Rate Hedging Counterparty shall have no right to vote in connection with any such proceeding.

SECTION 5.03. Termination and Exercise of Rights. Each Lender Counterparty if so instructed by the Collateral Agent (through its Secured Hedge Representative) in accordance with Section 2.02 and only to the extent a Hedging Default has occurred with respect to any Credit Party under any Permitted Hedging Agreement to which it is a party, such Lender Counterparty shall exercise any right of termination under any Permitted Hedging Agreement to which it is a party based on such instructions.

SECTION 5.04. No Other Remedies.

(a) Each Secured Hedge Representative agrees on behalf of the applicable Qualified Interest Rate Hedging Counterparty that, until the Discharge of First Lien Obligations, it will not exercise any remedies under any Permitted Hedging Agreement except as permitted in Section 5.01 (*Undertakings of Qualified Interest Rate Hedging Counterparties*) to Section 5.02 (*Restriction on Commencement of Proceedings*) above.

(b) If any Secured Hedge Representative or Qualified Interest Rate Hedging Counterparty, in violation of the provisions of this Agreement, commences, prosecutes or participates in any suit, action, case or proceeding against any Credit Party, then any other First Lien Secured Party may intervene and interpose as a defense or plea the provisions of this Agreement.

ARTICLE VI

Miscellaneous

SECTION 6.01. Notices. All notices and other communications provided for herein (including, but not limited to, all the directions and instructions to be provided to the Controlling Agent herein by the First Lien Secured Parties or to the Collateral Agent herein by the Controlling Agent) shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or electronic mail, as follows:

(a) if to the Borrower or any Subsidiary Guarantor, to the Borrower, at 700 Milam, Suite 1900, Houston, Texas 77002, Attention: Treasurer, with a copy (which shall not constitute notice), the Borrower at 700 Milam, Suite 1900, Houston, Texas 77002, Attention: Legal Department;

(b) if to the Credit Agreement Administrative Agent, to it at 1251 Avenue of the Americas, New York, NY 10020, Attn: Lawrence Blat, Telephone (212) 782-4310, Facsimile (212) 782-6687, Email Lblat@us.mufg.jp with a copy to agencydesk@us.mufg.jp;

(c) if to the Collateral Agent, to it at 1251 Avenue of the Americas, 19th Floor, New York, NY 10020, Attn: Fernando Moreyra, Telephone (646) 452-2015, Facsimile (646) 452-2000, Email fernando.moreyra@unionbank.com with a copy toctny1@unionbank.com; and

(d) if to any other Senior Class Debt Representative, to it at the address set forth in the applicable Joinder Documents.

Any party hereto may change its address, fax number or email address for notices and other communications hereunder by notice to the other parties hereto. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and, may be personally served, telecopied, electronically mailed or sent by courier service or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or electronic mail or upon receipt via U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth above or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties. As agreed to in writing among the Collateral Agent, the Controlling Agent and each other Senior Class Debt Representative from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

SECTION 6.02. Waivers; Amendment; Joinder Documents.

(a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraphs (b) and (c) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) This Agreement shall not be modified except as specified in Section 2.11.

(c) Notwithstanding Section 2.11, without the consent of any First Lien Secured Party, any Additional Agent may become a party hereto by execution and delivery of all Joinder Documents in accordance with Section 6.13 of this Agreement and upon such execution and delivery, such Additional Agent and the Additional First Lien Secured Parties and Additional First Lien Obligations of the Series for which such Additional Agent is acting shall be subject to the terms hereof.

SECTION 6.03. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as the other First Lien Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement.

SECTION 6.04. Survival of Agreement. All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement.

SECTION 6.05. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6.06. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.07. Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement. The Credit Agreement Administrative Agent represents and warrants that this Agreement is binding upon the Credit Agreement Secured Parties.

SECTION 6.08. Submission to Jurisdiction Waivers; Consent to Service of Process. The Collateral Agent and each Senior Class Debt Representative, on behalf of itself and the First Lien Secured Parties of the Series for whom it is acting, irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of New York sitting in New York County, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person (or its Collateral Agent) at the address referred to in 6.01;

(d) agrees that nothing herein shall affect the right of any other party hereto (or any First Lien Secured Party) to effect service of process in any other manner permitted by law or shall limit the right of any party hereto (or any First Lien Secured Party) to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 6.08 any special, exemplary, punitive or consequential damages.

SECTION 6.09. **GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL**.

(A) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

(B) SUBJECT TO CLAUSE (V) OF THE FOLLOWING SENTENCE, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO OR ANY OTHER SECURED CREDIT DOCUMENT, OR ANY OF THE FIRST LIEN OBLIGATIONS, SHALL BE BROUGHT IN ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN OR, IF THAT COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, IN ANY STATE COURT LOCATED IN THE CITY AND COUNTY OF NEW YORK. BY EXECUTING AND DELIVERING THISAGREEMENT, EACH PARTY HERETO IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS (OTHER THAN WITH RESPECT TO ACTIONS BY ANY AGENT IN RESPECT OF RIGHTS UNDER ANY SECURITY AGREEMENT GOVERNED BY A LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK OR WITH RESPECT TO ANY COLLATERAL SUBJECT THERETO); (II) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 6.01; (IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (V) AGREES THAT THE COLLATERAL AGENT RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY CREDIT PARTY IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY FIRST LIEN SECURITY DOCUMENT OR THE ENFORCEMENT OF ANY JUDGMENT. EACH CREDIT PARTY, FOR ITSELF AND ITS AFFILIATES, AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(C) EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER FINANCING DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THISTRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 6.09 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER FINANCING DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE EXTENSIONS OF CREDIT MADE THEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 6.10. Headings. Article, Section and Annex headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 6.11. Conflicts. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other First Lien Security Documents, Additional First Lien Documents, Commodity Hedge Agreements or Permitted Hedging Agreements, the provisions of this Agreement shall control.

SECTION 6.12. Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the First Lien Secured Parties in relation to one another. None of the Borrower, any Subsidiary Guarantor or any other creditor thereof shall have any rights or obligations hereunder, except as expressly provided in this Agreement (provided that nothing in this Agreement (other than Section 2.04, 2.05, 2.09, 2.11, 5.02 or this 6.12) is intended to or will amend, waive or otherwise modify the

provisions of the Credit Agreement, any Additional First Lien Documents, any Commodity Hedge Agreements or any Permitted Hedging Agreements), and none of the Borrower or any Subsidiary Guarantor may rely on the terms hereof (other than Section 2.04, 2.05, 2.09, 2.11, 6.01, 6.02, 6.09, or this 6.12). Nothing in this Agreement is intended to or shall impair the obligations of any Credit Party, which are absolute and unconditional, to pay the First Lien Obligations as and when the same shall become due and payable in accordance with their terms.

SECTION 6.13. Additional First Lien Obligations; Withdrawal Procedures. To the extent, but only to the extent permitted by the provisions of the First Lien Secured Debt Instruments (including, without limitation, (1) the obligations under the Existing Indenture, to the extent required to be secured pursuant to the Existing Indenture and (2) as permitted by a waiver or amendment of the applicable provision in accordance with the terms of such document), the Borrower may incur (x) Additional First Lien Obligations and/or (y) First Lien Obligations under Permitted Hedging Agreements and/or Commodity Hedge Agreements. Any such additional class or series of (x) Additional First Lien Obligations and/or (y) First Lien Obligations under Permitted Hedging Agreements and/or Commodity Hedge Agreements (the "**Senior Class Debt**") may be secured by a Lien and may be Guaranteed by the Credit Parties on a pari passu basis, in each case under and pursuant to the First Lien Security Documents, if and subject to the condition that the Additional Agent, acting on behalf of the holders of such Senior Class Debt (such Additional Agent and holders in respect of any Senior Class Debt being referred to as the "**Senior Class Debt Parties**"), becomes a party to this Agreement by satisfying the conditions set forth in clauses (i) through (iv) of the immediately succeeding paragraph.

In order for an Additional Agent to become a party to this Agreement,

(i) such Additional Agent, the Collateral Agent, the Controlling Agent, and each Credit Party shall have executed and delivered an instrument substantially in the form of Annex II or Annex III (in each case with such changes as may be reasonably approved by the Controlling Agent and such Senior Class Debt Representative) pursuant to which such Additional Agent becomes a Senior Class Debt Representative hereunder, and the Senior Class Debt in respect of which such Senior Class Debt Representative is the Additional Agent and the related Senior Class Debt Parties become subject hereto and bound hereby;

(ii) the Borrower shall have delivered to the Collateral Agent and Controlling Agent true and complete copies of each of the Additional First Lien Documents, Commodity Hedge Agreements or Permitted Hedge Agreements relating to such Senior Class Debt, certified as being true and correct by an Authorized Officer of the Borrower;

(iii) the Borrower shall have delivered to the Controlling Agent an Officer's Certificate stating that such Additional First Lien Obligations and/or First Lien Obligations under Permitted Hedging Agreements and/or Commodity Hedge Agreements are permitted by each applicable First Lien Secured Debt Instrument to be incurred, or to the extent a consent is otherwise required to permit the incurrence of such Additional First Lien Obligations and/or First Lien Obligations under Permitted Hedging Agreements and/or Commodity Hedge Agreements under any First Lien Secured Debt Instrument, each Credit Party has obtained the requisite consent; and

(iv) the Additional First Lien Documents, Commodity Hedge Agreements and Permitted Hedge Agreements, as applicable, relating to such Senior Class Debt shall provide that each Senior Class Debt Party with respect to such Senior Class Debt will be subject to and bound by the provisions of this Agreement in its capacity as a holder of such Senior Class Debt.

Notwithstanding anything herein to the contrary, the Credit Agreement Obligations or the Additional First Lien Debt, as applicable, shall no longer constitute First Lien Obligations hereunder to the extent that such Series of First Lien Obligations becomes Senior Unsecured Debt. Upon the Credit Agreement Obligations and/or Additional First Lien Debt becoming Senior Unsecured Debt, the Senior Class Debt Representative representing such Series of First Lien Obligations shall (A) send a written notice to the Collateral Agent and the Borrower notifying the Collateral Agent and the Borrower that it is no longer a Senior Class Debt Representative and the Credit Agreement Obligations or the Additional First Lien Debt, as applicable, that such Person represents no longer constitutes First Lien Obligations and (B) withdraw as a party to this Agreement.

SECTION 6.14. Integration. This Agreement together with the other Secured Credit Documents and the First Lien Security Documents represents the entire agreement of each of the Credit Parties and the First Lien Secured Parties with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by any Credit Party, any Senior Class Debt Representative or any other First Lien Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other First Lien Secured Debt Instruments or the First Lien Security Documents.

SECTION 6.15. Information Concerning Financial Condition of the Borrower and Subsidiary Guarantors. Each of the Controlling Agent, the Senior Class Debt Representatives and the First Lien Secured Parties shall not be responsible for keeping any other party informed of (a) the financial condition of the Borrower and Subsidiary Guarantors and all endorsers or guarantors of the First Lien Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the First Lien Obligations. The Controlling Agent, the Senior Class Debt Representatives and the First Lien Secured Parties shall have no duty to advise any other party hereunder of information known to it or them regarding such condition or any such circumstances or otherwise. In the event that the Controlling Agent, any Senior Class Debt Representative or any First Lien Secured Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to any other party, it shall be under no obligation to (i) make, and the Controlling Agent, the Senior Class Debt Representatives and the First Lien Secured Parties shall not make or be deemed to have made, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided, (ii) provide any additional information or to provide any such information on any subsequent occasion, (iii) undertake any investigation or (iv) disclose any information that, pursuant to accepted or reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

SECTION 6.16. Additional Subsidiary Guarantors. The Borrower agrees that, if any Subsidiary of Borrower shall become a Subsidiary Guarantor after the Effective Date, it will promptly cause such Subsidiary to become party hereto by executing and delivering an instrument in the form of Annex IV. Upon such execution and delivery, such Subsidiary will become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor herein. The execution and delivery of such instrument shall not require the consent of any other party hereunder, and will be acknowledged by the Collateral Agent. The rights and obligations of each Subsidiary Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Guarantor as a party to this Agreement.

SECTION 6.17. Further Assurances. Each Senior Class Debt Representative, on behalf of itself and each First Lien Secured Party under the applicable Credit Agreement or other First Lien Secured Debt Instrument, agrees that it will take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the other parties hereto may reasonably request to effectuate the terms of, and the Lien priorities contemplated by, this Agreement. The Collateral Agent agrees to, upon the reasonable request of any Credit Party, (x) authorize such Credit Party to file UCC-3 termination statements with respect to the UCC-1 financing statements naming the Released Parties as debtors, (y) cause to be transferred, delivered and returned, but without any recourse, warranty or representation whatsoever, the Released Collateral in its possession and money received in respect of Released Collateral but not applied to any First Lien Obligations and (z) furnish, execute and deliver such documents, instruments, certificates, notices, mortgage releases or further assurances as any Released Party may reasonably request, in each case as necessary to effect any release in accordance with Section 2.04(a), all at the Credit Parties' sole expense.

SECTION 6.18. Credit Agreement Administrative Agent.

(a) It is understood and agreed that the Credit Agreement Administrative Agent is entering into this Agreement in its capacity as administrative agent under the Credit Agreement and the provisions of Article IX of the Credit Agreement applicable to it as administrative agent thereunder shall also apply to it as Controlling Agent hereunder.

(b) For the avoidance of doubt, the parties hereto acknowledge that in no event shall any Senior Class Debt Representative be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether any such party has been advised of the likelihood of such loss or damage and regardless of the form of action.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed their duly authorized representatives as of the date first above written

CHENIERE ENERGY PARTNERS, L.P.
as Borrower

By: Cheniere Energy Partners, GP, LLC its general partner

By: /s/ Lisa C. Cohen
Name: Lisa C. Cohen
Title: Vice President and Treasurer

CHENIERE ENERGY INVESTMENTS, LLC
as Subsidiary Guarantor

By /s/ Lisa C. Cohen
Name: Lisa C. Cohen
Title: Treasurer

SABINE PASS LNG, L.P.
as Subsidiary Guarantor

By: Sabine Pass LNG-GP, LLC its general partner

By: /s/ Lisa C. Cohen
Name: Lisa C. Cohen
Title: Treasurer

CHENIERE CREOLE TRAIL PIPELINE, L.P.
as Subsidiary Guarantor

By: /s/ Lisa C. Cohen
Name: Lisa C. Cohen
Title: Treasurer

SABINE PASS TUG SERVICES, LLC
as Subsidiary Guarantor

By: /s/ Lisa C. Cohen
Name: Lisa C. Cohen
Title: Treasurer

CHENIERE PIPELINE GP INTERESTS, LLC
as Subsidiary Guarantor

By: /s/ Lisa C. Cohen
Name: Lisa C. Cohen
Title: Treasurer

SABINE PASS LNG-GP, LLC
as Subsidiary Guarantor

By: /s/ Lisa C. Cohen
Name: Lisa C. Cohen
Title: Treasurer

MUFG BANK, LTD.,
as Credit Agreement Administrative Agent and initial Controlling Agent and initial Designated Senior Class Debt Representative

By: /s/ Lawrence Blat
Name: Lawrence Blat
Title: Authorized Signatory

MUFG UNION BANK, N.A.
as Collateral Agent

By: /s/ Fernando Moreya
Name: Fernando Moreya
Title: Vice President

SIGNATURE PAGE TO CQP INTERCREDITOR AGREEMENT

ANNEX I

Administrative Decisions

As used in this Agreement, the term "**Administrative Decisions**" shall mean amendments, decisions, determinations, approvals, consents and confirmations of a routine, administrative, or immaterial nature that are specified in the Pledge and Security Agreement, the Mortgage or this Agreement to be made by the Collateral Agent or any Senior Class Debt Representative, whether or not such Administrative Decision is specifically designated as such. Administrative Decisions include, but are not limited to the following:

(a) approval of periodic reports, budgets and other items delivered on a periodic basis;

(b) routine determinations not involving a significant exercise of discretion;

(c) routine determinations as to the compliance with the requirements of the First Lien Secured Debt Instruments and agreements, certificates, and other similar items required to be delivered under the terms of the First Lien Secured Debt Instruments;

(d) amendments or modifications to the First Lien Secured Debt Instruments of a technical or administrative nature or to correct manifest errors in the First Lien Secured Debt Instruments;

(e) any decisions specifically designated as such; and

(f) approval of forms of documents that the Collateral Agent or any Senior Class Debt Representative is authorized to approve.

ANNEX II

[FORM OF] JOINDER NO. [•] (the "**Joinder**") dated as of [•], 20[•] to the INTERCREDITOR AGREEMENT dated as of May 29, 2019 (the "**Intercreditor Agreement**"), among Cheniere Energy Partners, L.P., a limited partnership formed under the laws of the State of Delaware (the "**Borrower**"), the Subsidiary Guarantors (as defined therein), MUFG Bank, Ltd., as administrative agent for the Credit Agreement Secured Parties, MUFG Union Bank, N.A., as collateral agent for the First Lien Secured Parties (in such capacity, the "**Collateral Agent**") and each Senior Class Debt Representative from time to time party thereto.

A. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

B. As a condition to the ability of the Borrower or any Subsidiary Guarantor to incur Additional First Lien Obligations and to secure such Senior Class Debt with the Senior Lien and to have such Senior Class Debt guaranteed by the Credit Parties on a senior basis, in each case under and pursuant to the Additional First Lien Documents, the Senior Class Debt Representative in respect of such Senior Class Debt is required to become an Senior Class Debt Representative under, and such Senior Class Debt and the Senior Class Debt Parties in respect thereof are required to become subject to and bound by, the Intercreditor Agreement. Section 6.13 of the Intercreditor Agreement provides that such Additional Agent may become a Senior Class Debt Representative under, and such Senior Class Debt and such Senior Class Debt Parties may become subject to and bound by, the Intercreditor Agreement, upon the execution and delivery by the Additional Agent of an instrument in the form of this Joinder and the satisfaction of the other conditions set forth in Section 6.13 of the Intercreditor Agreement. The undersigned Senior Class Debt Representative (the "**New Senior Class Debt Representative**") is executing this Joinder in accordance with the requirements of the Intercreditor Agreement.

Accordingly, the Collateral Agent and the New Senior Class Debt Representative agree as follows:

SECTION 1. In accordance with Section 6.13 of the Intercreditor Agreement, the New Senior Class Debt Representative by its signature below becomes a Senior Class Debt Representative under, and the related Senior Class Debt and Senior Class Debt Parties become subject to and bound by, the Intercreditor Agreement with the same force and effect as if the New Senior Class Debt Representative had originally been named therein as a Senior Class Debt Representative, and the New Senior Class Debt Representative, on behalf of itself and such Senior Class Debt Parties, hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a Senior Class Debt Representative and to the Senior Class Debt Parties that it represents as Additional First Lien Secured Parties. Each reference to a "**Senior Class Debt Representative**" and "**Additional Agent**" in the Intercreditor Agreement shall be deemed to include the New Senior Class Debt Representative. The Additional First Lien Obligations owing by the Borrower and its subsidiaries to the Senior Class Debt Parties represented by the New Senior Class Debt Representative [do not] constitute Primary Voting Credit Facilities Obligations. The Intercreditor Agreement is hereby incorporated herein by reference.

SECTION 2. The New Senior Class Debt Representative represents and warrants to the Collateral Agent and the other First Lien Secured Parties that (i) it has full power and authority to enter into this Joinder, in its capacity as [agent] [trustee], (ii) this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of such Agreement and (iii) the Secured Credit Documents relating to such Senior Class Debt provide that, upon the New Senior Class Debt Representative's entry into this Agreement, the Senior Class Debt Parties in respect of such Senior Class Debt will be subject to and bound by the provisions of the Intercreditor Agreement as Additional First Lien Secured Parties.

SECTION 3. This Joinder may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Joinder shall become effective when the Collateral Agent shall have received a counterpart of this Joinder that bears the signature of the New Senior Class Debt Representative and Controlling Agent. Delivery of an executed signature page to this Joinder by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Joinder.

SECTION 4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

SECTION 5. **THIS JOINDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST- JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

SECTION 6. In case any one or more of the provisions contained in this Joinder should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Intercreditor Agreement. All communications and notices hereunder to the New Senior Class Debt Representative shall be given to it at the address set forth below its signature hereto.

SECTION 8. The Borrower agrees to reimburse the Collateral Agent for its reasonable and documentedout-of-pocket expenses in connection with this Joinder, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Senior Class Debt Representative, Collateral Agent and the Controlling Agent have duly executed this Joinder to the Intercreditor Agreement as of the day and year first above written.

[NAME OF NEW SENIOR CLASS DEBT REPRESENTATIVE], as
[ ] for the holders of [ ],

By: _____
Name:
Title:

Address for notices:

_____

_____

attention of:_____
Telecopy:_____

Acknowledged by:

[_____], as
Collateral Agent

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

[_____]

[_____], as
Controlling Agent

_____
Name:
Title:

[_____]

_____
Name:
Title:

[_____]

THE CREDIT PARTIES LISTED ON SCHEDULE I
HERETO

By: _____
Name:
Title:

Schedule I to the
Joinder to the
Intercreditor Agreement

Credit Parties

ANNEX III

FORM OF INTERCREDITOR AGREEMENT JOINDER

This Joinder Agreement (this "**Joinder**") dated as of [•], 20___, to the INTERCREDITOR AGREEMENT dated as of May 29, 2019 (the "**Intercreditor Agreement**"), among Cheniere Energy Partners, L.P., a limited partnership formed under the laws of the State of Delaware (the "**Borrower**"), the Subsidiary Guarantors (as defined therein), MUFG Bank, Ltd., as administrative agent for the Credit Agreement Secured Parties, MUFG Union Bank, N.A., as collateral agent for the First Lien Secured Parties (in such capacity, the "**Collateral Agent**") and each Senior Class Debt Representative from time to time party thereto.

A. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

B. It is a requirement that each Secured Hedge Representative in respect of a [Permitted Hedging Agreement][Commodity Hedge Agreement] become a Senior Class Debt Representative under, and the applicable [Qualified Interest Rate Hedging Counterparty][Commodity Hedge Counterparty] party to such [Permitted Hedging Agreement][Commodity Hedge Agreement] become subject to and bound by, the Intercreditor Agreement. Article V of the Intercreditor Agreement provides that each Secured Hedge Representative agrees to enter into certain obligations and to take certain actions on behalf of the [Qualified Interest Rate Hedging Counterparty][Commodity Hedge Counterparty] that it represents, and in order to do so, such Secured Hedge Representative must become party to the Intercreditor Agreement as a Senior Class Debt Representative by executing an instrument in the form of this Joinder. The undersigned Senior Class Debt Representative (the "**Secured Hedge Representative**") is executing this Joinder in accordance with the requirements of the Intercreditor Agreement.

Accordingly, the Collateral Agent and the Secured Hedge Representative agree as follows:

By its signature below, the Secured Hedge Representative becomes a Senior Class Debt Representative under, and the applicable [Qualified Interest Rate Hedging Counterparty][Commodity Hedge Counterparty] becomes subject to and bound by, the Intercreditor Agreement with the same force and effect as if the Secured Hedge Representative had originally been named therein as a Senior Class Debt Representative, and the Secured Hedge Representative, on behalf of itself and the [Qualified Interest Rate Hedging Counterparty][Commodity Hedge Counterparty], hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a Senior Class Debt Representative and to the [Qualified Interest Rate Hedging Counterparty][Commodity Hedge Counterparty] that it represents. Each reference to a "**Senior Class Debt Representative**" and "**Additional Agent**" in the Intercreditor Agreement shall be deemed to include the Secured Hedge Representative. The Intercreditor Agreement is hereby incorporated herein by reference.

The Secured Hedge Representative represents and warrants to the Collateral Agent that (i) it has full power and authority to enter into this Joinder, in its capacity as representative of the [Qualified Interest Rate Hedging Counterparty][Commodity Hedge Counterparty] and (ii) this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

This Joinder may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Joinder shall become effective when the Collateral Agent shall have received a counterpart of this Joinder that bears the signature of the Secured Hedge Representative and Controlling Agent. Delivery of an executed signature page to this Joinder by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Joinder.

Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

THIS JOINDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

In case any one or more of the provisions contained in this Joinder should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Intercreditor Agreement. All communications and notices hereunder to the Secured Hedge Representative shall be given to it at the address set forth below its signature hereto.

The Borrower agrees to reimburse the Collateral Agent for its reasonable and documentedout-of-pocket expenses in connection with this Joinder, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the Secured Hedge Representative, Collateral Agent and the Controlling Agent have duly executed this Joinder to the Intercreditor Agreement as of the day and year first above written.

[NAME OF SECURED HEDGE REPRESENTATIVE], as
Secured Hedge Representative,

By: _____
Name:
Title:

Address for notices:

_____
_____
attention of: _____
Telecopy: _____

Acknowledged by:

MUFG UNION BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

MUFG BANK, LTD., as Controlling Agent

By: _____
Name:
Title:

CHENIERE ENERGY PARTNERS, L.P., as Borrower

By: _____
Name:
Title:

ANNEX IV

SUPPLEMENT NO. [•] (the "**Supplement**") dated as of [•], to the INTERCREDITOR AGREEMENT dated as of May 29, 2019 (the "**Intercreditor Agreement**"), among Cheniere Energy Partners, L.P., a limited partnership formed under the laws of the State of Delaware (the "**Borrower**"), the Subsidiary Guarantors (as defined therein), MUFG Bank, Ltd., as administrative agent for the Credit Agreement Secured Parties, MUFG Union Bank, N.A., as collateral agent for the First Lien Secured Parties (in such capacity, the "**Collateral Agent**") and each Senior Class Debt Representative from time to time party thereto.

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

B. The Credit Parties have entered into the Intercreditor Agreement. Pursuant to certain First Lien Secured Debt Instruments, certain newly acquired or organized Subsidiaries of Borrower are required to enter into the Intercreditor Agreement. Section 6.16 of the Intercreditor Agreement provides that such Subsidiaries may become party to the Intercreditor Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "**New Subsidiary Guarantor**") is executing this Supplement in accordance with the requirements of the Credit Agreement and Additional First Lien Documents.

Accordingly, the Collateral Agent and the New Subsidiary Guarantor agree as follows:

SECTION 1. In accordance with Section 6.16 of the Intercreditor Agreement, the New Subsidiary Guarantor by its signature below becomes a Subsidiary Guarantor under the Intercreditor Agreement with the same force and effect as if originally named therein as a Subsidiary Guarantor, and the New Subsidiary Guarantor hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a Subsidiary Guarantor thereunder. Each reference to a "Subsidiary Guarantor" in the Intercreditor Agreement shall be deemed to include the New Subsidiary Guarantor. The Intercreditor Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary Guarantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary Guarantor. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

SECTION 5. **THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST- JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Intercreditor Agreement. All communications and notices hereunder to the New Subsidiary Guarantor shall be given to it in care of the Borrower as specified in the Intercreditor Agreement.

SECTION 8. The Borrower agrees to reimburse the Collateral Agent for its reasonable and documentedout-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary Guarantor, and the Collateral Agent have duly executed this Supplement to the Intercreditor Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY GUARANTOR],

By: _____
Name:
Title:

Acknowledged by:

[_____], as Collateral Agent,

By: _____
Name:
Title:

Exhibit 5.1

SIDLEY

SIDLEY AUSTIN LLP
1000 LOUISIANA STREET
SUITE 5900
HOUSTON, TX 77002
+1 713 495 4500
+1 713 495 7799 FAX

AMERICA • ASIA PACIFIC • EUROPE

May 19, 2022

Cheniere Energy Partners, L.P.
700 Milam Street, Suite 1900
Houston, Texas 77002

Re: 3.25% Senior Notes due 2032

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-4 (the "Registration Statement") being filed by Cheniere Energy Partners, L.P., a Delaware limited partnership (the "Partnership"), and the direct and indirect subsidiaries of the Partnership listed in Schedule I hereto (the "Guarantors") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration of $1,200,000,000 principal amount of the Partnership's 3.25% Senior Notes due 2032 (the "New Notes") and the related guarantees of the New Notes (the "New Guarantees") by the Guarantors, which are to be offered in exchange for an equivalent aggregate principal amount of the Partnership's outstanding 3.25% Senior Notes due 2032 (the "Old Notes") and the related guarantees of the Old Notes (the "Old Guarantees") by the Guarantors. The Old Notes and the Old Guarantees were, and the New Notes and the New Guarantees will be, issued under an Indenture dated as of September 18, 2017 (the "Original Indenture") among the Partnership, the Guarantors and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Indenture dated September 27, 2021 (the "Sixth Supplemental Indenture," and, together with the Original Indenture, the "Indenture").

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We have examined the Registration Statement, the Indenture and the resolutions adopted by the board of directors of Cheniere Energy Partners GP, LLC (the "General Partner") relating to the Registration Statement, the Indenture and the issuance of the Old Notes and the New Notes by the Partnership and the resolutions adopted by the board of directors or similar governing body of each Guarantor relating to the Registration Statement, the Indenture and the issuance by such Guarantors of the Old Guarantees and the New Guarantees. We have also examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and statements of the Partnership and the Guarantors and other documents and instruments, and have examined such questions of law, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to us for examination. As to facts relevant to the opinions expressed herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, certificates, letters and oral and written statements and representations of public officials and officers of the General Partner and the Guarantors and other representatives of the General Partner, the Partnership and the Guarantors.

Based on and subject to the foregoing and the other limitations and qualifications set forth herein, we are of the opinion that the New Notes will be validly issued and binding obligations of the Partnership and the New Guarantees by the Guarantors will be valid and binding obligations of the Guarantors when:

(i) the Registration Statement, as finally amended, shall have become effective under the Securities Act and the Indenture shall have been qualified under the Trust Indenture Act of 1939, as amended; and

(ii) the New Notes shall have been duly executed by authorized officers of the General Partner and authenticated by the Trustee, all in accordance with the Indenture, and shall have been duly delivered against surrender and cancellation of a like principal amount of the Old Notes in the manner described in the Registration Statement.

Our opinion is subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer, voidable transaction and other similar laws relating to or affecting creditors' rights generally and to general equitable principles (regardless of whether considered in a proceeding in equity or at law), including concepts of commercial reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief. Our opinion is also subject to (i) provisions of law which may require that a judgment for money damages rendered by a court in the United States of America be expressed only in United States dollars, (ii) requirements that a claim with respect to any debt securities or other obligations that are denominated or payable other than in United States dollars (or a judgment denominated or payable other than in United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law and (iii) governmental authority to limit, delay or prohibit the making of payments outside of the United States of America or in a foreign currency.

With respect to each instrument or agreement referred to in or otherwise relevant to the opinions set forth herein (each, an "Instrument"), we have assumed, to the extent relevant to the opinions set forth herein, that (i) each party to such Instrument (if not a natural person) was duly organized or formed, as the case may be, and was at all relevant times and is validly existing and in good standing under the laws of its jurisdiction of organization or formation, as the case may be, and had at all relevant times and has full right, power and authority to execute, deliver and perform its obligations under such Instrument, (ii) such Instrument has been duly authorized, executed and delivered by each party thereto and (iii) such Instrument was at all times and is a valid, binding and enforceable agreement or obligation, as the case may be, of each party thereto; provided that we make no such assumption in clause (i), (ii) or (iii) insofar as such assumption relates to the Partnership or the Guarantors. We have also assumed that no event has occurred or will occur that would cause the release of the New Guarantee by any Guarantor under the terms of the Indenture.

This opinion letter is limited to the Delaware Revised Uniform Limited Partnership Act and the Limited Liability Company Act of the State of Delaware and the laws of the State of New York (excluding the securities laws of such State). We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws.

We hereby consent to the filing of this opinion letter as an Exhibit to the Registration Statement and to all references to our Firm included in or made a part of the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Sidley Austin LLP

Schedule I

Name of Guarantor	State of Formation
Cheniere Energy Investments, LLC	Delaware
Sabine Pass LNG-GP, LLC	Delaware
Sabine Pass LNG, L.P.	Delaware
Sabine Pass Tug Services, LLC	Delaware
Cheniere Creole Trail Pipeline, L.P.	Delaware
Cheniere Pipeline GP Interests, LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the use of our reports dated February 23, 2022, with respect to the consolidated financial statements and financial statement schedule I of Cheniere Energy Partners, L.P., and the effectiveness of internal control over financial reporting, incorporated herein by reference and to the reference to our firm under the heading “Experts” in the prospectus.

Houston, Texas
May 19, 2022

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

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York **(Jurisdiction of incorporation if not a U.S. national bank)**	**13-5160382** **(I.R.S. Employer Identification No.)**
240 Greenwich Street **New York, New York** **(Address of principal executive offices)**	**10286** **(Zip code)**

Legal Department
The Bank of New York Mellon
240 Greenwich Street
New York, NY 10286
(212) 635-1270
(Name, address and telephone number of agent for service)

CHENIERE ENERGY PARTNERS, L.P.
(Exact name of obligor as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**20-5913059** **(I.R.S. Employer Identification No.)**
700 Milam Street, Suite 1900 **Houston, Texas** **(Address of principal executive offices)**	**77002** **(Zip code)**

3.25% Senior Notes due 2032
(Title of the indenture securities)

TABLE OF ADDITIONAL OBLIGOR GUARANTORS

* The following are additional obligors that are guaranteeing the securities registered hereby:

Exact Name of Obligor Guarantor as Specified in its Charter (1)	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Cheniere Energy Investments, LLC	Delaware	20-5913135
Sabine Pass LNG-GP, LLC	Delaware	20-0466019
Sabine Pass LNG, L.P.	Delaware	20-0466069
Sabine Pass Tug Services, LLC	Delaware	20-5570478
Cheniere Creole Trail Pipeline, L.P.	Delaware	20-4635194
Cheniere Pipeline GP Interests, LLC	Delaware	20-4634510

(1) The address, including zip code, and telephone number, including area code, of each additional obligor guarantor's executive offices is 700 Milam Street, Suite 1900, Houston, Texas 77002, (713) 375-5000.

Item 1. General Information.

Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Superintendent of the Department of Financial Services of the State of New York	One State Street, New York, N.Y. 10004-1417 and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	550 17th Street, NW, Washington, D.C. 20429
The Clearing House Association L.L.C.	100 Broad Street, New York, N.Y. 10004

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act").

1. - A copy of the Organization Certificate of The Bank of New York Mellon (formerly The Bank of New York (formerly Irving Trust Company)) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed as Exhibit 25.1 to Current Report on Form 8-K of Nevada Power Company, Date of Report (Date of Earliest Event Reported) July 25, 2008 (File No. 000-52378).)

4. - A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 with Registration Statement No. 333-229494.)

6. - The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-229519.)

7. - A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 19th day of May, 2022.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid
Name: Francine Kincaid
Title: Vice President

Consolidated Report of Condition of

THE BANK OF NEW YORK MELLON

of 240 Greenwich Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business March 31, 2022, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,268,000
Interest-bearing balances	144,306,000
Securities:	
Held-to-maturity securities	60,600,000
Available-for-sale debt securities	92,185,000
Equity securities with readily determinable fair values not held for trading	2,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	8,296,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases held for investment	31,648,000
LESS: Allowance for loan and lease losses	153,000
Loans and leases held for investment, net of allowance	31,495,000
Trading assets	10,454,000
Premises and fixed assets (including capitalized leases)	2,877,000
Other real estate owned	1,000
Investments in unconsolidated subsidiaries and associated companies	1,475,000
Direct and indirect investments in real estate ventures	0
Intangible assets	7,041,000
Other assets	16,465,000
Total assets	380,465,000

LIABILITIES	
Deposits:	
In domestic offices	218,035,000
Noninterest-bearing	97,334,000
Interest-bearing	120,701,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	119,324,000
Noninterest-bearing	6,368,000
Interest-bearing	112,956,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	0
Securities sold under agreements to repurchase	4,308,000
Trading liabilities	3,065,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	294,000
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	8,611,000
Total liabilities	353,637,000
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	11,840,000
Retained earnings	16,363,000
Accumulated other comprehensive income	-2,510,000
Other equity capital components	0
Total bank equity capital	26,828,000
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	26,828,000
Total liabilities and equity capital	380,465,000

I, Emily Portney, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Emily Portney
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Thomas P. Gibbons
Frederick O. Terrell
Joseph J. Echevarria

Directors

LETTER OF TRANSMITTAL
CHENIERE ENERGY PARTNERS, L.P.

OFFER TO EXCHANGE UP TO
$1,200,000,000 OF 3.25% SENIOR NOTES DUE 2032
(CUSIP NO. 16411Q AN1)
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933
FOR
$1,200,000,000 OF 3.25% SENIOR NOTES DUE 2032
(CUSIP NOS. 16411Q AL5 AND U16353 AE1)
THAT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

PURSUANT TO THE PROSPECTUS
DATED

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , UNLESS EXTENDED (SUCH TIME AND DATE, THE "EXPIRATION DATE"). TENDERS IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Deliver to The Bank of New York Mellon
(the "Exchange Agent")

By Hand or
Overnight Delivery:
The Bank of New York Mellon
2001 Bryan Street, 10th Floor
Dallas, Texas 75201
Attention: Corporate Trust Operations

Telephone:
1-800-254-2826

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU SHOULD READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL BEFORE COMPLETING IT.

The undersigned hereby acknowledges receipt of the prospectus dated (the "Prospectus") of Cheniere Energy Partners, L.P., a Delaware limited partnership (the "Company"), and this Letter of Transmittal, which together describe the offer of the Company (the "exchange offer") to exchange, pursuant to a registration statement of which the Prospectus forms a part, up to (i) $1,200,000,000 aggregate principal amount of its 3.25% Senior Notes due 2032 (the "New Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 3.25% Senior Notes due 2032 (the "Old Notes") that have not been registered under the Securities Act. Certain terms used but not defined herein have the respective meanings given to them in the Prospectus. In the event of any conflict between this Letter of Transmittal and the Prospectus, the Prospectus shall govern.

The Company reserves the right, at any time or from time to time, to extend the exchange offer at its discretion, in which event the term "expiration date" shall mean the latest time and date to which the exchange offer is extended. The Company shall give notice of any extension by giving oral, confirmed in writing, or written notice to the Exchange Agent and by means of a press release or other public announcement prior to 9:00 a.m., New York City time, on the first business day after the previously scheduled expiration date. The term "business day" shall mean any day that is not a Saturday, Sunday or day on which banks are authorized by law to close in the State of New York.

This Letter of Transmittal is to be completed by a holder of Old Notes if certificates for such Old Notes are to be forwarded herewith and may be used if a tender is to be made by book-entry transfer of Old Notes to the account maintained by the Exchange Agent at The Depository Trust Company ("DTC") pursuant to DTC's Automated Tender Offer Program ("ATOP") and an Agent's Message (as defined below) is not delivered to the Exchange Agent. If Old Notes are tendered by book-entry transfer pursuant to DTC's ATOP procedures, the tendering holder may cause DTC to deliver an Agent's Message to the Exchange Agent in lieu of this Letter of Transmittal. The term "Agent's Message" means a computer-generated message, transmitted by DTC to and received by the Exchange Agent and forming a part of a Book-Entry Confirmation (as defined below), which states that the holder of the Old Notes acknowledges and agrees to be bound by the terms of this Letter of Transmittal. The term "Book-Entry Confirmation" means an electronic confirmation from DTC of the book-entry transfer of Old Notes into the Exchange Agent's account at DTC.

Delivery of documents to DTC does not constitute delivery to the Exchange Agent.

The method of delivery (whether physical or electronic) of Old Notes, Letters of Transmittal, Agent's Messages, Book-Entry Confirmations and all other required documents is at your risk and election, provided that Old Notes in book-entry form must be tendered through DTC's ATOP procedures. If such delivery is by mail, it is recommended that you use registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery. You may request the broker, dealer, bank or other financial institution or nominee through which you may hold Old Notes to effect these transactions for you. No Letters of Transmittal, Old Notes or other documents should be sent to the Company.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS OR THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT. SEE INSTRUCTION 12.

List below the Old Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the Certificate or Registration Numbers and Principal Amounts should be listed on a separately signed schedule affixed hereto.

DESCRIPTION OF OLD NOTES TENDERED
OLD NOTES

Name(s) and Address(es) of Registered Holder(s) of Old Notes, Exactly as Name(s) Appear(s) on Old Notes	Certificate or Registration Number*	Aggregate Principal Amount Represented by Old Notes	Principal Amount Tendered**
Total			

* Need not be completed by book-entry holders.

** Unless otherwise indicated, the holder will be deemed to have tendered the full aggregate principal amount represented by such Old Notes. All tenders must be in minimum denominations of $2,000 or integral multiples of $1,000 in excess thereof.

☐ CHECK HERE IF TENDERED OLD NOTES ARE ENCLOSED HEREWITH

☐ CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING (FOR USE BY ELIGIBLE INSTITUTIONS ONLY):

Name of Tendering Institution:

Account Number:

Transaction Code Number:

Name of Tendering Institution:

Address:

Area Code and Telephone Number:

SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Subject to the terms and conditions of the exchange offer, the undersigned hereby tenders to the Company for exchange the principal amount of Old Notes indicated above. Subject to and effective upon the acceptance for exchange of the principal amount of Old Notes tendered in accordance with this Letter of Transmittal, the undersigned hereby exchanges, assigns and transfers to the Company all right, title and interest in and to the Old Notes tendered for exchange hereby. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Company in connection with the exchange offer) with respect to the tendered Old Notes with full power of substitution to:

- deliver such Old Notes, or transfer ownership of such Old Notes on the account books maintained by DTC, to the Company and deliver all accompanying evidences of transfer and authenticity; and
- present such Old Notes for transfer on the books of the Company and receive all benefits and otherwise exercise all rights of beneficial ownership of such Old Notes; all in accordance with the terms of the exchange offer. The power of attorney granted in this paragraph shall be deemed to be irrevocable and coupled with an interest.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby and to acquire the New Notes issuable upon the exchange of such tendered Old Notes, and that the Company will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim, when the same are accepted for exchange by the Company.

The undersigned acknowledges that this exchange offer is being made in reliance upon interpretations contained inno-action letters issued to third parties by the staff of the Securities and Exchange Commission (the "SEC"), including Exxon Capital Holdings Corporation, SEC No-Action Letter (available May 13, 1988), Morgan Stanley & Co. Incorporated, SEC No-Action Letter (available June 5, 1991) (the "Morgan Stanley Letter") and Shearman & Sterling, SEC No-Action Letter (available July 2, 1993), and that the New Notes issued in exchange for the Old Notes pursuant to the exchange offer may be offered for resale, resold and otherwise transferred by holders thereof (other than a broker-dealer who purchased Old Notes exchanged for such New Notes directly from the Company to resell pursuant to Rule 144A or any other available exemption under the Securities Act or a person that is an "affiliate" of the Company or of any of the subsidiary guarantors named in the Prospectus within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holders' business and such holders are not participating in, and have no arrangement with any person to participate in, the distribution of such New Notes. The undersigned specifically represents to the Company that:

- any New Notes acquired in exchange for Old Notes tendered hereby are being acquired in the ordinary course of business of the person receiving such New Notes whether or not such person is the undersigned;

- neither the holder of Old Notes nor any such other person has an arrangement or understanding with any person to participate in the distribution of New Notes;
- neither the undersigned nor any such other person is an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or of any of the subsidiary guarantors named in the Prospectus or is a broker-dealer tendering Old Notes acquired directly from the Company for resale pursuant to Rule 144A or any other available exemption under the Securities Act; and
- the undersigned is not engaged in, and does not intend to engage in, a distribution of New Notes.

If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it may be a statutory underwriter and it will deliver a prospectus in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. The undersigned acknowledges that if the undersigned is participating in the exchange offer for the purpose of distributing the New Notes:

- the undersigned cannot rely on the position of the staff of the SEC in the Morgan Stanley Letter and similar SECno-action letters, and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the New Notes, in which case the registration statement must contain the selling security holder information required by Item 507 of Regulation S-K of the SEC; and
- failure to comply with such requirements in such instance could result in the undersigned incurring liability for which the undersigned is not indemnified by the Company.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the exchange, assignment and transfer of the Old Notes tendered hereby, including the transfer of such Old Notes on the account books maintained by DTC.

The Company has agreed, subject to the terms of the registration rights agreements, that for a period of not more than 180 days after the date of the effectiveness of the registration statement of which the Prospectus forms a part, it will make the Prospectus, as amended or supplemented from time to time, available to any participating broker-dealer for use in connection with resales of the New Notes. Each participating broker-dealer, by tendering Old Notes and executing this Letter of Transmittal, or delivering an agent's message (as defined in the Prospectus) instead of this Letter of Transmittal, agrees that, upon receipt of notice from the Company of the occurrence of any event or the discovery of any fact which makes any statement contained or incorporated by reference in the Prospectus untrue in any material respect or which causes the Prospectus to omit to state a material fact necessary in order to make the statements contained or incorporated by reference in the Prospectus, in light of the circumstances under which they were made, not misleading, the participating broker-dealer will suspend the resale of New Notes under the Prospectus. Each participating broker-dealer further agrees that, upon receipt of a notice from the Company to suspend the resale of New Notes as provided above, the participating broker-dealer will suspend resales of the New Notes until (1) the Company has amended or supplemented the Prospectus to correct the misstatement or omission and has furnished copies of the amended or supplemented Prospectus to the participating broker-dealer or (2) the Company has given notice that the sale of the New Notes may be resumed, as the case may be. If the Company gives notice to suspend the resale of the New Notes as provided above, it will extend the period referred to above during which participating broker-dealers are entitled to use the Prospectus in connection with the resale of New Notes by the number of days during the period from and including the date of the giving of such notice to and including the date when participating broker-dealers receive copies of the supplemented or amended Prospectus necessary to permit resales of the New Notes or to and including the date on which the Company has given notice that the resale of New Notes may be resumed, as the case may be.

For purposes of the exchange offer, the Company shall be deemed to have accepted for exchange validly tendered Old Notes when, as and if the Company gives oral or written notice thereof to the Exchange Agent. Any tendered Old Notes that are not accepted for exchange pursuant to the exchange offer for any reason will be returned, without expense, to the undersigned at the address shown below or at a different address as may be indicated herein under "Special Delivery Instructions" as promptly as practicable after the expiration date.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive the death, incapacity or dissolution of the undersigned, and every obligation of the undersigned under this Letter of Transmittal shall be binding upon the undersigned's heirs, personal representatives, successors and assigns.

The undersigned acknowledges that the acceptance of properly tendered Old Notes by the Company pursuant to the procedures described under the caption "The Exchange Offer — Procedures for Tendering" in the Prospectus and in the instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the exchange offer.

Unless otherwise indicated under "Special Issuance Instructions," the Company will issue the New Notes issued in exchange for the Old Notes accepted for exchange, and return any Old Notes not tendered or not exchanged, in the name of the undersigned. Similarly, unless otherwise indicated under "Special Delivery Instructions," the Company will mail or deliver the New Notes issued in exchange for the Old Notes accepted for exchange and any Old Notes not tendered or not exchanged (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature. In the event that both "Special Issuance Instructions" and "Special Delivery Instructions" are completed, the Company will issue the New Notes issued in exchange for the Old Notes accepted for exchange in the name of, and return any Old Notes not tendered or not exchanged to, the person(s) so indicated. The undersigned recognizes that the Company has no obligation pursuant to the "Special Issuance Instructions" and "Special Delivery Instructions" to transfer any Old Notes from the name of the registered holder(s) thereof if the Company does not accept for exchange any of the Old Notes so tendered for exchange.

SPECIAL ISSUANCE INSTRUCTIONS (SEE INSTRUCTIONS 4 AND 5)

☐ Check this box if your certificates have been lost, stolen, misplaced or mutilated. See Instructions 4 and 11 on the reverse side of this form.

SPECIAL ISSUANCE INSTRUCTIONS (SEE INSTRUCTIONS 4 AND 5)

To be completed ONLY (i) if Old Notes in a principal amount not tendered, or New Notes issued in exchange for Old Notes accepted for exchange, are to be issued in the name of someone other than the undersigned, or (ii) if Old Notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than the account indicated above.

Issue New Notes and/or Old Notes to:

Name(s): _____

Account No. (if Applicable): _____

Address: _____

_____

_____

(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or
Social Security Number: _____

DTC Account Number: _____

(PLEASE PRINT OR TYPE)
SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 4 AND 5)

To be completed ONLY if Old Notes in a principal amount not tendered, or New Notes issued in exchange for Old Notes accepted for exchange, are to be mailed or delivered to someone other than the undersigned, or to the undersigned at an address other than that shown below the undersigned's signature.

Mail or deliver New Notes and/or Old Notes to:

Name(s): _____

Account No. (if Applicable): _____

Address: _____

_____

_____

(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or
Social Security Number: _____

Is this a permanent address change? (check one box)

☐ Yes ☐ No

(PLEASE PRINT OR TYPE)

IMPORTANT: PLEASE SIGN HERE WHETHER OR NOT OLD NOTES ARE BEING PHYSICALLY TENDERED HEREBY
(COMPLETE ACCOMPANYING IRS FORM W-9)

SIGNATURES REQUIRED
Signatures of Registered Holders of Old Notes

X _____

X _____

(The above lines must be signed by the registered holders of Old Notes as their names appear on the Old Notes or on a security position listing, or by persons authorized to become registered holders by a properly completed bond power from the registered holders, a copy of which must be transmitted with this Letter of Transmittal. If Old Notes to which this Letter of Transmittal relate are held of record by two or more joint holders, then all such holders must sign this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must set forth his or her full title below and, unless waived by the Company, submit evidence satisfactory to the Company of such person's authority so to act. See Instruction 4 regarding the completion of this Letter of Transmittal, printed below.)

PLEASE PRINT OR TYPE:

Name and Capacity (Full Title): _____

Address (Including Zip Code): _____

Area Code and Telephone No.: ( ) _____

Tax Identification or Social Security No: _____

Dated: _____

SIGNATURE GUARANTEE (If required — see Instruction 4)

Certain signatures must be guaranteed by an eligible institution.

Authorized Signature: _____

(Signature of Representative of Signature Guarantor)

Name and Title: _____

Name of Firm: _____

Address (Including Zip Code): _____

Area Code and Telephone No.: ( ) _____

Dated: _____

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. *Delivery of this Letter of Transmittal and Old Notes.* A holder of Old Notes may tender the same by (i) properly completing and signing this Letter of Transmittal and delivering the same, together with the certificate or certificates, if applicable, representing the Old Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date or (ii) complying with the procedure for book-entry transfer described below. Old Notes tendered hereby must be in denominations of $2,000 or any integral multiple of $1,000 in excess thereof.

For purposes of the Exchange Offer, the Exchange Agent will establish an account at DTC with respect to the Old Notes promptly after the date of the Prospectus. DTC participants may make book-entry delivery of Old Notes by causing DTC to transfer such Old Notes into the Exchange Agent's account at DTC in accordance with DTC's Automated Tender Offer Program ("ATOP") procedures for such transfer. However, although delivery of Old Notes may be effected through book-entry transfer at DTC, an Agent's Message (as defined in the next paragraph) in connection with a book-entry transfer and any other required documents, must, in any case, be transmitted to and received by the Exchange Agent at the address specified on the cover page of this Letter of Transmittal on or prior to the Expiration Date for a holder to have validly tendered its Old Notes.

A holder may tender Old Notes that are held through DTC by transmitting its acceptance through DTC's ATOP, for which the transaction will be eligible, and DTC will then edit and verify the acceptance and send an Agent's Message to the Exchange Agent for its acceptance. The term "Agent's Message" means a message transmitted by DTC to, and received by, the Exchange Agent and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the participant tendering the Old Notes, that such participant has received the Letter of Transmittal and agrees to be bound by the terms of this Letter of Transmittal and that the Company may enforce such agreement against such participant. Delivery of an Agent's Message will also constitute an acknowledgment from the tendering DTC participant that the representations and warranties set forth in this Letter of Transmittal are true and correct.

DELIVERY OF THE AGENT'S MESSAGE BY DTC WILL SATISFY THE TERMS OF THE EXCHANGE OFFER AS TO EXECUTION AND DELIVERY OF A LETTER OF TRANSMITTAL BY THE PARTICIPANT IDENTIFIED IN THE AGENT'S MESSAGE.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, THE OLD NOTES AND ALL OTHER REQUIRED DOCUMENTS, OR BOOK-ENTRY TRANSFER AND TRANSMISSION OF AN AGENT'S MESSAGE BY A DTC PARTICIPANT, ARE AT THE ELECTION AND RISK OF THE TENDERING HOLDERS. INSTEAD OF DELIVERY BY MAIL, IT IS RECOMMENDED THAT HOLDERS USE AN OVERNIGHT OR HAND-DELIVERY SERVICE. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE TIMELY DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION DATE. NO LETTER OF TRANSMITTAL OR OLD NOTES SHOULD BE SENT TO THE COMPANY OR DTC. HOLDERS MAY REQUEST THEIR RESPECTIVE BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES OR NOMINEES TO EFFECT THE TENDERS FOR SUCH HOLDERS. SEE "THE EXCHANGE OFFER" SECTION OF THE PROSPECTUS.

2. *Tender by Holder*. Only a holder of Old Notes may tender such Old Notes in the exchange offer. Any beneficial owner of Old Notes who is not the registered holder and who wishes to tender should arrange with the registered holder to execute and deliver this Letter of Transmittal on his behalf or must, prior to completing and executing this Letter of Transmittal and delivering his Old Notes, either make appropriate arrangements to register ownership of the Old Notes in such beneficial owner's name or obtain a properly completed bond power from the registered holder.

3. *Partial Tenders*. Tenders of Old Notes will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of any Old Notes is tendered, the tendering holder should fill in the principal amount tendered in the fourth column of the box entitled "Description of Old Notes Tendered" above. The entire principal amount of Old Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Old

Notes is not tendered, then Old Notes for the principal amount of Old Notes not tendered and New Notes issued in exchange for any Old Notes accepted will be sent to the holder at his or her registered address, unless a different address is provided in the appropriate box on this Letter of Transmittal, promptly after the Old Notes are accepted for exchange.

4. *Signatures on this Letter of Transmittal; Bond Powers and Endorsements; Guarantee of Signatures.* If this Letter of Transmittal is signed by the record holders of the Old Notes tendered hereby, the signatures must correspond with the names as written on the face of the Old Notes without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in the DTC, the signature must correspond with the name as it appears on the security position listing as the holder of the Old Notes.

If this Letter of Transmittal is signed by the registered holders of Old Notes listed and tendered hereby and the New Notes issued in exchange therefor are to be issued (or any untendered principal amount of Old Notes is to be reissued) to the registered holders, such holders need not and should not endorse any tendered Old Notes, nor provide a separate bond power. In any other case, such holders must either properly endorse the Old Notes tendered or transmit a properly completed separate bond power with this Letter of Transmittal, with the signatures on the endorsement or bond power guaranteed by an eligible institution.

If this Letter of Transmittal is signed by a person other than the registered holders of any Old Notes listed, such Old Notes must be endorsed or accompanied by appropriate bond powers, in each case signed as the names of the registered holders appear on the Old Notes.

If this Letter of Transmittal or any Old Notes or bond powers are signed by trustees, executors, administrators, guardians,attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Company, evidence satisfactory to the Company of their authority to act must be submitted with this Letter of Transmittal.

Endorsements on Old Notes or signatures on bond powers required by this Instruction 4 must be guaranteed by an eligible institution. No signature guarantee is required if:

- this Letter of Transmittal is signed by the registered holders of the Old Notes tendered herein (or by a participant in one of the book-entry transfer facilities whose name appears on a security position listing as the owner of the tendered Old Notes) and the New Notes are to be issued directly to such registered holders (or, if signed by a participant in one of the book-entry transfer facilities, deposited to such participant's account at the book-entry transfer facility) and neither the box entitled "Special Delivery Instructions" nor the box entitled "Special Issuance Instructions" has been completed; or
- such Old Notes are tendered for the account of an eligible institution.

In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an eligible institution.

5. *Special Issuance and Delivery Instructions.* Tendering holders should indicate, in the applicable box or boxes, the name and address (or account at the book-entry transfer facility) in and to which New Notes or substitute Old Notes for principal amounts not tendered or not accepted for exchange are to be issued or sent, if different from the name and address of the persons signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification or social security number of the persons named must also be indicated.

6. *Transfer Taxes*. The Company will pay all transfer taxes, if any, applicable to the transfer and exchange of Old Notes pursuant to the exchange offer. If, however, New Notes or Old Notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holders of the Old Notes tendered hereby, or if tendered Old Notes are registered in the name of any person other than the persons signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the transfer and exchange of Old Notes to the Company or its order pursuant to the exchange offer, then the amount of any such transfer taxes (whether imposed on the registered holders or any other persons) will be payable by the tendering holders prior to the issuance of the New Notes or delivery or registering of the Old Notes. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holders.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE OLD NOTES LISTED IN THIS LETTER OF TRANSMITTAL.

7. *U.S. Federal Backup Withholding, Form W-9, Form W-8*. U.S. federal income tax law requires that a holder of Old Notes, whose notes are accepted for exchange, provide the Exchange Agent, as payer, with the holder's correct taxpayer identification number ("TIN") or otherwise establish a basis for an exemption from backup withholding. Such holder should use the enclosed Internal Revenue Service ("IRS") Form W-9 for this purpose and should (i) enter its name, federal tax classification, address and TIN on the face of the IRS Form W-9, (ii) if such holder is a corporation or other entity that is exempt from backup withholding, or if such holder is exempt from FATCA reporting, provide its "Exempt payee code" or "Exemption from FATCA reporting code" and (iii) sign and date the IRS Form W-9 and return it to the Exchange Agent. In the case of a holder who is an individual, other than a resident alien, the TIN is his or her social security number. For holders other than individuals, the TIN is an employer identification number. A holder must cross out item (2) in Part II on the Form W-9 if such holder is subject to backup withholding. If the holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, the holder should write "Applied For" in the space provided for the TIN in Part I of the Form W-9. If "Applied For" is written in the space provided for the TIN in Part I of the FormW-9 and the Exchange Agent is not provided with a TIN by the time of payment, the Exchange Agent will withhold 24% from all such payments with respect to the Old Notes.

Certain holders (including, among others, corporations and certain foreign persons) are not subject to these backup withholding requirements. Exempt holders (other than foreign persons) should furnish their TIN, complete the certification in Part II of the Form W-9, and sign and return the Form W-9 to the Exchange Agent. Each holder that is a foreign person, including entities, must submit an appropriate properly completed Internal Revenue Service Form W-8, certifying, under penalties of perjury, to such holder's foreign status in order to establish an exemption from backup withholding. An appropriate Form W-8 can be obtained via the IRS website at www.irs.gov or by contacting the Exchange Agent.

If a holder of Old Notes does not provide the Exchange Agent with its correct TIN or an adequate basis for an exemption or an appropriate completed IRS Form W-8, such holder may be subject to backup withholding on payments made in exchange for any Old Notes and a penalty imposed by the IRS. Backup withholding is not an additional federal income tax. Rather, the amount of tax withheld will be credited against the federal income tax liability of the holder subject to backup withholding. If backup withholding results in an overpayment of taxes, the taxpayer may obtain a refund from the IRS. Each holder should consult with a tax advisor regarding qualifications for exemption from backup withholding and the procedure for obtaining the exemption.

To prevent backup withholding, each holder of Old Notes must either (1) provide a completed IRS FormW-9 and indicate either (a) its correct TIN, or (b) an adequate basis for an exemption, or (2) provide a completed Form W-8.

The Company reserves the right in its sole discretion to take whatever steps are necessary to comply with the Company's obligations regarding backup withholding.

8. *Validity of Tenders*. All questions as to the form of all documents and the validity, eligibility (including time of receipt), acceptance and withdrawal of tendered Old Notes will be determined by the Company in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any and all Old Notes not properly tendered or any Old Notes the acceptance of which would, in the opinion of the Company or its counsel, be unlawful. The Company also reserves the absolute right to waive any conditions of the exchange offer or defects or irregularities in tenders as to particular Old Notes. The interpretation of the terms and conditions by the Company of the exchange offer (which includes this Letter of Transmittal and the instructions hereto) shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as the Company shall determine. The Company will not consider the tender of Old Notes to have been validly made until all defects and irregularities have been waived or cured. Neither the Company, the Exchange Agent nor any other person shall be under any duty to give notification of defects or irregularities with regard to tenders of Old Notes nor shall any of them incur any liability for failure to give such information.

9. *Waiver of Conditions*. The Company reserves the absolute right to waive, in whole or in part, any of the conditions to the exchange offer set forth in the Prospectus.

10. *No Conditional Tender*. No alternative, conditional, irregular or contingent tender of Old Notes or transmittal of this Letter of Transmittal will be accepted.

11. *Mutilated, Lost, Stolen or Destroyed Old Notes.* Any holder whose Old Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated above for further instructions.

12. *Requests for Assistance or Additional Copies.* Requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address or telephone number set forth on the cover page of this Letter of Transmittal. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the exchange offer.

13. *Withdrawal.* Tenders may be withdrawn only pursuant to the withdrawal rights set forth in the Prospectus under the caption "The Exchange Offer — Withdrawal Rights."

IMPORTANT: THIS LETTER OF TRANSMITTAL (TOGETHER WITH THE OLD NOTES DELIVERED BY BOOK-ENTRY TRANSFER OR IN ORIGINAL HARD COPY FORM) MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO THE EXPIRATION DATE.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*__Note:__ The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

LETTER TO DTC PARTICIPANTS
CHENIERE ENERGY PARTNERS, L.P.

OFFER TO EXCHANGE UP TO
$1,200,000,000 OF 3.25% SENIOR NOTES DUE 2032
(CUSIP NO. 16411Q AN1)
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933
FOR
$1,200,000,000 OF 3.25% SENIOR NOTES DUE 2032
(CUSIP NOS. 16411Q AL5 AND U16353 AE1)
THAT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

To: Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Cheniere Energy Partners, L.P., a Delaware limited partnership (the "Company"), is offering, subject to the terms and conditions set forth in its prospectus, dated (the "Prospectus"), relating to the offer (the "Exchange Offer") of the Company to exchange up to $1,200,000,000 of its 3.25% Senior Notes due 2032 (CUSIP No. 16411Q AN1) (the "New Notes"), that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 3.25% Senior Notes due 2032 (CUSIP Nos. 16411Q AL5 and U16353 AE1) (the "Old Notes"), that have not been registered under the Securities Act. The Exchange Offer is being extended to all holders of the Old Notes in order to satisfy certain obligations of the Company contained in the Registration Rights Agreement, dated as of September 27, 2021, by and between the Company and the Initial Purchasers party thereto. The New Notes are substantially identical to the Old Notes, except that the transfer restrictions, registration rights and provisions for additional interest applicable to the Old Notes do not apply to the New Notes.

Please contact your clients for whom you hold Old Notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold Old Notes registered in your name or in the name of your nominee, or who hold Old Notes registered in their own names, we are enclosing the following documents:

1. the Prospectus;
2. a Letter of Transmittal for your use and for the information of your clients;
3. a form of letter which may be sent to your clients for whose accounts you hold Old Notes registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer; and
4. return envelopes addressed to the Exchange Agent.

Your prompt action is requested. The Exchange Offer will expire at 5:00 p.m., New York City time, on , unless the Exchange Offer is extended (such time and date as it may be extended, the "Expiration Date"). Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time before 5:00 p.m., New York City time, on the Expiration Date.

Pursuant to the Letter of Transmittal, each holder of Old Notes will represent to the Company that:

- the New Notes acquired in exchange for Old Notes pursuant to the Exchange Offer are being acquired in the ordinary course of business of the person receiving such New Notes whether or not such person is the undersigned;
- neither the holder of Old Notes nor any such other person has an arrangement or understanding with any person to participate in the distribution of New Notes within the meaning of the Securities Act;

- neither the holder nor any such other person is an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or of any of the subsidiary guarantors named in the Prospectus or is a broker-dealer tendering Old Notes acquired directly from the Company for resale pursuant to Rule 144A or any other available exemption under the Securities Act; and
- the holder is not engaged in, and does not intend to engage in, a distribution of the New Notes.

If the holder is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes, it acknowledges that it may be a statutory underwriter and it will deliver a prospectus in connection with any resale of such New Notes.

The enclosed Letter to Clients contains an authorization by the beneficial owners of the Old Notes for you to make the foregoing representations.

The holder must do one of the following on or prior to the Expiration Date to participate in the Exchange Offer:

- tender the Old Notes by sending the certificates for the Old Notes, in proper form for transfer, a properly completed and duly executed Letter of Transmittal, with any required signature guarantees, and all other documents required by the Letter of Transmittal, to the Exchange Agent at the address listed in the Prospectus under the caption "The Exchange Offer—Exchange Agent"; or
- tender the Old Notes by using the book-entry procedures described in the Prospectus under the caption "The Exchange Offer—Procedures for Tendering" through The Depository Trust Company's Automated Tender Offer Program.

The Company will, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for reasonable and necessary costs and expenses incurred by them in forwarding the Prospectus and the related documents to the beneficial owners of Old Notes held by them as nominee or in a fiduciary capacity. The Company will pay or cause to be paid all stock transfer taxes applicable to the exchange of Old Notes in the Exchange Offer, except as set forth in Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Exchange Offer, or requests for additional copies of the enclosed materials, should be directed to the Exchange Agent at its address and telephone number set forth on the front of the Letter of Transmittal.

Very truly yours,

Cheniere Energy Partners, L.P.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON BECOMING AN AGENT OF CHENIERE ENERGY PARTNERS, L.P. OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF EITHER OF THEM IN CONNECTION WITH THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS OR THE LETTER OF TRANSMITTAL.

Enclosures

Exhibit 99.3

LETTER TO CLIENTS
CHENIERE ENERGY PARTNERS, L.P.

OFFER TO EXCHANGE UP TO
$1,200,000,000 OF 3.25% SENIOR NOTES DUE 2032
(CUSIP NO. 16411Q AN1)
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933
FOR
$1,200,000,000 OF 3.25% SENIOR NOTES DUE 2032
(CUSIP NOS. 16411Q AL5 AND U16353 AE1)
THAT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

To Our Clients:

Enclosed for your consideration is a prospectus, dated (the "Prospectus"), and the related Letter of Transmittal (the "Letter of Transmittal") relating to the offer (the "Exchange Offer") of Cheniere Energy Partners, L.P., a Delaware limited partnership (the "Company"), to exchange up to $1,200,000,000 of its 3.25% Senior Notes due 2032 (CUSIP No. 16411Q AN1) (the "New Notes"), that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 3.25% Senior Notes due 2032 (CUSIP Nos. 16411Q AL5 and U16353 AE1) (the "Old Notes"), that have not been registered under the Securities Act. The Exchange Offer is being extended to all holders of the Old Notes in order to satisfy certain obligations of the Company contained in the Registration Rights Agreement, dated as of September 27, 2021, by and between the Company and the Initial Purchasers party thereto. The New Notes are substantially identical to the Old Notes, except that the transfer restrictions, registration rights and provisions for additional interest applicable to the Old Notes do not apply to the New Notes.

These materials are being forwarded to you as the beneficial owner of the Old Notes held by us for your account but not registered in your name. A tender of such Old Notes may only be made by us as the holder of record and pursuant to your instructions.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the Old Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal. We also request that you confirm that we may on your behalf make the representations and warranties contained in the Letter of Transmittal.

Your instructions should be forwarded to us as promptly as possible in order to permit us to tender the Old Notes on your behalf in accordance with the provisions of the Exchange Offer. The Exchange Offer will expire at 5:00 p.m., New York City time, on unless it is extended. Any Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time before the expiration of the Exchange Offer.

Your attention is directed to the following:

1. The Exchange Offer is for any and all Old Notes.
2. The Exchange Offer is subject to certain conditions set forth in the Prospectus under the caption "The Exchange Offer—Conditions to the Exchange Offer."
3. Any transfer taxes incident to the transfer of Old Notes from you to the Company will be paid by the Company, except as otherwise provided in Instruction 6 of the Letter of Transmittal.
4. The Exchange Offer expires at 5:00 p.m., New York City time, on , unless it is extended.

If you wish to have us tender your Old Notes, please so instruct us by completing, executing and returning to us the instruction form on the back of this letter. The Letter of Transmittal is furnished to you for information only and may not be used directly by you to tender Old Notes.

INSTRUCTIONS WITH RESPECT TO
THE EXCHANGE OFFER

The undersigned acknowledges receipt of your letter and the enclosed materials, referred to therein, relating to the Exchange Offer made by the Company with respect to its Old Notes.

This will instruct you as to the action to be taken by you relating to the Exchange Offer with respect to the Old Notes held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is (fill in amount):

$ of the 3.25% Senior Secured Notes due 2032.

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

☐ To tender the following Old Notes held by you for the account of the undersigned, subject to the terms and conditions set forth in the Prospectus and the related Letter of Transmittal (insert principal amount of Old Notes to be tendered, if any):

$

☐ Not to tender any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including, but not limited, to the representations that:

- the New Notes acquired in exchange for Old Notes pursuant to the Exchange Offer are being acquired in the ordinary course of business of the person receiving such New Notes whether or not such person is the undersigned;
- neither the holder of Old Notes nor any such other person has an arrangement or understanding with any person to participate in the distribution of New Notes within the meaning of the Securities Act;
- neither the undersigned nor any such other person is an “affiliate” (within the meaning of Rule 405 under the Securities Act) of the Company or of any of the subsidiary guarantors named in the Prospectus or is a broker-dealer tendering Old Notes acquired directly from the Company for resale pursuant to Rule 144A or any other available exemption under the Securities Act; and
- the undersigned is not engaged in, and does not intend to engage in, a distribution of the New Notes.

If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes, it acknowledges that it may be a statutory underwriter and it will deliver a prospectus in connection with any resale of such New Notes.

Dated:

Signature(s): _____

Print Name(s) here: _____

Print Address(es): _____

Area Code and Telephone Number(s): _____

Tax Identification or Social Security Number(s): _____

None of the Old Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided, your signature(s) hereon shall constitute an instruction to us to tender all the Old Notes held by us for your account.

Exhibit 107

Calculation of Filing Fee Tables
S-4
……..
(Form Type)

Cheniere Energy Partners, L.P.
……..…
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to Be Paid	Debt	3.25% Senior Notes due 2032	457(f)	$1,200,000,000	—	$1,200,000,000(2)	0.0000927	$111,240(1)	—	—	—	—
	Other	Guarantees of 3.25% Senior Notes due 2032(2)	Other	—	—	—	—	—(3)	—	—	—	—
Fees Previously Paid												
Carry Forward Securities												
Carry Forward Securities												
	Total Offering Amounts							$111,240				
	Total Fees Previously Paid							—				
	Total Fee Offsets							—				
	Net Fee Due							$111,240				

(1) For purposes of this calculation, the offering price per note was assumed to be the stated principal amount of each original note that may be received by the registrant in the exchange transaction in which the notes will be offered.

(2) No separate consideration will be received for the guarantees. Each subsidiary of Cheniere Energy Partners, L.P. that is listed in the Table of Additional Registrant Guarantors will guarantee the notes being registered.

(3) Pursuant to Rule 457(n) of the Securities Act, no registration fee is required for the guarantees.