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

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**FORM 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **September 30, 2015**

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

**Cheniere Energy Partners, L.P.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of incorporation or organization)

**001-33366**

(Commission File  
Number)

**20-5913059**

(I.R.S. Employer Identification No.)

**700 Milam Street, Suite 1900  
Houston, Texas**

(Address of principal executive offices)

**77002**

(Zip Code)

**(713) 375-5000**

(Registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of October 20, 2015, the issuer had 57,101,348 common units, 145,333,334 Class B units and 135,383,831 subordinated units outstanding.

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

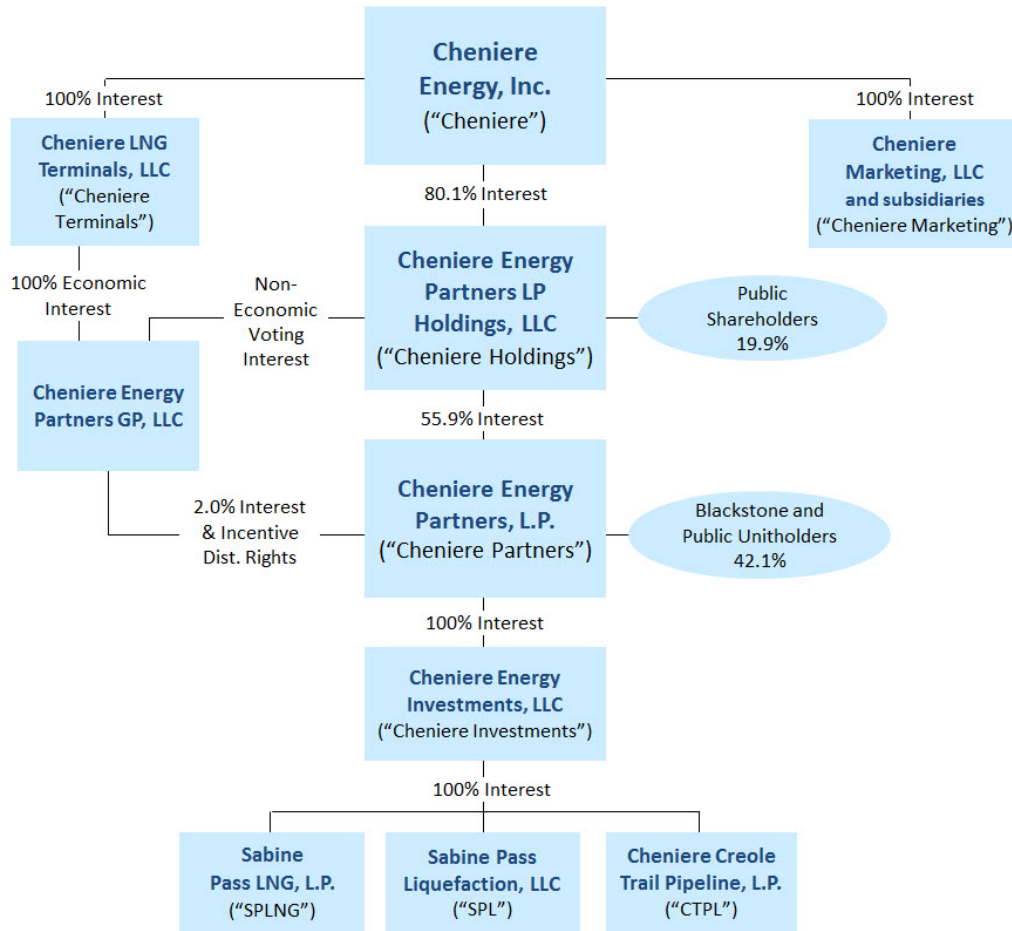
As commonly used in the liquefied natural gas industry, to the extent applicable, and as used in this quarterly report, the terms listed below have the following meanings:

### Common Industry and Other Terms

Bcf/d	billion cubic feet per day
Bcf/yr	billion cubic feet per year
Bcfe	billion cubic feet equivalent
DOE	U.S. Department of Energy
EPC	engineering, procurement and construction
FERC	Federal Energy Regulatory Commission
FTA countries	countries with which the United States has a free trade agreement providing for national treatment for trade in natural gas
GAAP	generally accepted accounting principles in the United States
Henry Hub	the final settlement price (in USD per MMBtu) for the New York Mercantile Exchange's Henry Hub natural gas futures contract for the month in which a relevant cargo's delivery window is scheduled to begin
LIBOR	London Interbank Offered Rate
LNG	liquefied natural gas, a product of natural gas consisting primarily of methane (CH <sub>4</sub> ) that is in liquid form at near atmospheric pressure
MMBtu	million British thermal units, an energy unit
mtpa	million tonnes per annum
non-FTA countries	countries without a free trade agreement providing for national treatment for trade in natural gas and with which trade is permitted
SEC	Securities and Exchange Commission
SPA	LNG sale and purchase agreement
Train	a refrigerant compressor train used in the industrial process to convert natural gas into LNG
TUA	terminal use agreement

### Abbreviated Organizational Structure

The following diagram depicts our abbreviated organizational structure as of September 30, 2015, including our ownership of certain subsidiaries, and the references to these entities used in this quarterly report:



Unless the context requires otherwise, references to "Cheniere Partners," "the Partnership," "we," "us" and "our" refer to Cheniere Energy Partners, L.P. (NYSE MKT: CQP) and its consolidated subsidiaries, including SPLNG, SPL and CTPL.

**PART I. FINANCIAL INFORMATION**  
**ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS**

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except unit data)

	September 30, 2015 (unaudited)	December 31, 2014
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 170,433	\$ 248,830
Restricted cash	391,495	195,702
Accounts and interest receivable	95	333
Accounts receivable—affiliate	2,566	3,651
Advances to affiliate	54,995	27,323
LNG inventory	7,145	4,293
Other current assets	16,055	6,388
Total current assets	642,784	486,520
Non-current restricted cash	76,107	544,465
Property, plant and equipment, net	11,299,725	8,978,356
Debt issuance costs, net	307,099	241,909
Non-current derivative assets	30,657	11,744
Other non-current assets	190,960	124,521
Total assets	\$ 12,547,332	\$ 10,387,515
<b>LIABILITIES AND PARTNERS' EQUITY</b>		
Current liabilities		
Accounts payable	\$ 7,096	\$ 8,598
Accrued liabilities	352,457	136,578
Due to affiliates	32,851	18,952
Deferred revenue	26,653	26,655
Deferred revenue—affiliate	708	708
Derivative liabilities	7,388	23,247
Other current liabilities	267	18
Total current liabilities	427,420	214,756
Long-term debt, net	11,244,002	8,991,333
Non-current deferred revenue	10,500	13,500
Non-current derivative liabilities	8,832	267
Other non-current liabilities	1,177	2,185
Other non-current liabilities—affiliate	61,691	34,745
Partners' equity		
Common unitholders' interest (57.1 million units issued and outstanding at September 30, 2015 and December 31, 2014)	346,443	495,597
Class B unitholders' interest (145.3 million units issued and outstanding at September 30, 2015 and December 31, 2014)	(37,981)	(38,216)
Subordinated unitholders' interest (135.4 million units issued and outstanding at September 30, 2015 and December 31, 2014)	467,054	648,414
General partner's interest (2% interest with 6.9 million units issued and outstanding at September 30, 2015 and December 31, 2014)	18,194	24,934
Total partners' equity	793,710	1,130,729
Total liabilities and partners' equity	\$ 12,547,332	\$ 10,387,515

The accompanying notes are an integral part of these consolidated financial statements.

CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS  
(in thousands, except per unit data)  
(unaudited)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2015	2014	2015	2014
<b>Revenues</b>				
Revenues	\$ 66,596	\$ 66,890	\$ 199,804	\$ 199,933
Revenues—affiliate	941	700	2,952	2,206
Total revenues	67,537	67,590	202,756	202,139
<b>Operating costs and expenses</b>				
Operating and maintenance expense (income)	(22,782)	21,041	17,840	54,750
Operating and maintenance expense—affiliate	8,081	5,016	20,355	14,307
Depreciation expense	16,687	14,781	47,557	43,821
Development expense	113	1,383	2,631	8,671
Development expense—affiliate	152	329	562	723
General and administrative expense	3,673	2,448	11,269	10,048
General and administrative expense—affiliate	25,692	24,454	80,761	74,579
Total operating costs and expenses	31,616	69,452	180,975	206,899
Income (loss) from operations	35,921	(1,862)	21,781	(4,760)
<b>Other income (expense)</b>				
Interest expense, net of amounts capitalized	(49,360)	(46,884)	(142,353)	(130,943)
Loss on early extinguishment of debt	—	—	(96,273)	(114,335)
Derivative gain (loss), net	(10,872)	5,379	(46,541)	(89,222)
Other income	179	127	535	63
Total other expense	(60,053)	(41,378)	(284,632)	(334,437)
Net loss	\$ (24,132)	\$ (43,240)	\$ (262,851)	\$ (339,197)
Basic and diluted net income (loss) per common unit	\$ 0.18	\$ 0.08	\$ (0.44)	\$ (0.83)
Weighted average number of common units outstanding used for basic and diluted net income (loss) per common unit calculation	57,081	57,079	57,081	57,079

The accompanying notes are an integral part of these consolidated financial statements.

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

**CONSOLIDATED STATEMENT OF PARTNERS' EQUITY**  
(in thousands)  
(unaudited)

	Common Unitholders' Interest		Class B Unitholders' Interest		Subordinated Unitholder's Interest		General Partner's Interest		Total Partners' Equity
	Units	Amount	Units	Amount	Units	Amount	Units	Amount	
Balance at December 31, 2014	57,080	\$ 495,597	145,333	\$ (38,216)	135,384	\$ 648,414	6,894	\$ 24,934	\$ 1,130,729
Net loss	—	(76,399)	—	—	—	(181,195)	—	(5,257)	(262,851)
Distributions	—	(72,776)	—	—	—	—	—	(1,485)	(74,261)
Issuance of common units as compensation to non-management directors	3	91	—	—	—	—	—	2	93
Amortization of beneficial conversion feature of Class B units	—	(70)	—	235	—	(165)	—	—	—
Balance at September 30, 2015	<u>57,083</u>	<u>\$ 346,443</u>	<u>145,333</u>	<u>\$ (37,981)</u>	<u>135,384</u>	<u>\$ 467,054</u>	<u>6,894</u>	<u>\$ 18,194</u>	<u>\$ 793,710</u>

The accompanying notes are an integral part of these consolidated financial statements.

CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS  
(in thousands)  
(unaudited)

	Nine Months Ended	
	September 30,	
	2015	2014
Cash flows from operating activities		
Net loss	\$ (262,851)	\$ (339,197)
Adjustments to reconcile net loss to net cash used in operating activities:		
Non-cash LNG inventory write-downs	17,826	23,505
Depreciation expense	47,557	43,821
Amortization of debt issuance costs and discount (premium)	9,282	10,971
Loss on early extinguishment of debt	96,273	114,335
Total losses on derivatives, net	13,040	89,286
Net cash used for settlement of derivative instruments	(40,796)	(19,834)
Other	92	(6)
Changes in restricted cash for certain operating activities	167,083	59,942
Changes in operating assets and liabilities:		
Accounts and interest receivable	238	(19,653)
Accounts receivable—affiliate	(48)	810
Advances to affiliate	(27,672)	656
LNG inventory	(20,678)	(26,315)
Accounts payable and accrued liabilities	(1,178)	46,693
Due to affiliates	(8,154)	(813)
Deferred revenue	(3,003)	(2,955)
Other, net	(10,156)	(3,721)
Other, net—affiliate	22,198	(147)
Net cash used in operating activities	(947)	(22,622)
Cash flows from investing activities		
Property, plant and equipment, net	(2,130,959)	(1,968,249)
Use of restricted cash for the acquisition of property, plant and equipment	2,178,481	1,978,891
Other	(50,711)	(12,188)
Net cash used in investing activities	(3,189)	(1,546)
Cash flows from financing activities		
Proceeds from issuances of long-term debt	2,250,000	2,584,500
Repayments of long-term debt	—	(177,000)
Debt issuance and deferred financing costs	(177,001)	(94,270)
Investment in restricted cash	(2,072,999)	(2,312,160)
Distributions to owners	(74,261)	(74,236)
Other	—	(1,050)
Net cash used in financing activities	(74,261)	(74,216)
Net decrease in cash and cash equivalents	(78,397)	(98,384)
Cash and cash equivalents—beginning of period	248,830	351,032
Cash and cash equivalents—end of period	\$ 170,433	\$ 252,648

The accompanying notes are an integral part of these consolidated financial statements.



**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

**NOTE 1—BASIS OF PRESENTATION**

The accompanying unaudited Consolidated Financial Statements of Cheniere Partners have been prepared in accordance with GAAP for interim financial information and with Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In our opinion, all adjustments, consisting only of normal recurring adjustments necessary for a fair presentation, have been included. Certain reclassifications have been made to conform prior period information to the current presentation. The reclassifications had no effect on our overall consolidated financial position, results of operations or cash flows.

Results of operations for the three and nine months ended September 30, 2015 are not necessarily indicative of the results of operations that will be realized for the year ending December 31, 2015.

We are not subject to either federal or state income tax, as our partners are taxed individually on their allocable share of our taxable income.

For further information, refer to the Consolidated Financial Statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2014.

**NOTE 2—UNITHOLDERS' EQUITY**

The common units, Class B units and subordinated units represent limited partner interests in us. The holders of the units are entitled to participate in partnership distributions and exercise the rights and privileges available to limited partners under our partnership agreement. Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash (as defined in our partnership agreement). Generally, our available cash is our cash on hand at the end of a quarter less the amount of any reserves established by our general partner. All distributions paid to date have been made from operating surplus as defined in the partnership agreement.

The holders of common units have the right to receive initial quarterly distributions of \$0.425 per common unit, plus any arrearages thereon, before any distribution is made to the holders of the subordinated units. The holders of subordinated units will receive distributions only to the extent we have available cash above the initial quarterly distribution requirement for our common unitholders and general partner and certain reserves. Subordinated units will convert into common units on a one-for-one basis when we meet financial tests specified in the partnership agreement. Although common and subordinated unitholders are not obligated to fund losses of the Partnership, their capital accounts, which would be considered in allocating the net assets of the Partnership were it to be liquidated, continue to share in losses.

The general partner interest is entitled to at least 2% of all distributions made by us. In addition, the general partner holds incentive distribution rights, which allow the general partner to receive a higher percentage of quarterly distributions of available cash from operating surplus after the initial quarterly distributions have been achieved and as additional target levels are met. The higher percentages range from 15% to 50%.

During 2012, Blackstone CQP Holdco LP ("Blackstone") and Cheniere completed their purchases of a new class of equity interests representing limited partner interests in us ("Class B units") for total consideration of \$1.5 billion and \$500.0 million, respectively. Proceeds from the financings were used to fund a portion of the costs of developing, constructing and placing into service the first two Trains of the natural gas liquefaction facilities at the Sabine Pass LNG terminal adjacent to the existing regasification facilities (the "Liquefaction Project"). In May 2013, Cheniere purchased an additional 12.0 million Class B units for consideration of \$180.0 million in connection with our acquisition of CTPL and Cheniere Pipeline GP Interests, LLC. In 2013, Cheniere formed Cheniere Holdings to hold its limited partner interests in us. The Class B units are subject to conversion, mandatorily or at the option of the Class B unitholders under specified circumstances, into a number of common units based on the then-applicable conversion value of the Class B units. The Class B units are not entitled to cash distributions except in the event of our liquidation or a merger, consolidation or other combination of us with another person or the sale of all or substantially all of our assets. On a quarterly basis beginning on the date of the initial purchase of the Class B units and ending on the conversion date of the Class B units, the conversion value of the Class B units increases at a compounded rate of 3.5% per quarter, subject to additional upward adjustment for certain equity and debt financings. The accreted conversion ratio of the Class B units owned by Cheniere Holdings and Blackstone was 1.57 and 1.54, respectively, as of September 30, 2015. We expect the Class B units to

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
**(unaudited)**

mandatorily convert into common units within 90 days of the substantial completion date of Train 3 of the Liquefaction Project, which we currently expect to occur before April 30, 2017. If the Class B units are not mandatorily converted by July 2019, the holders of the Class B units have the option to convert the Class B units into common units at that time.

**NOTE 3—RESTRICTED CASH**

Restricted cash consists of funds that are contractually restricted as to usage or withdrawal and have been presented separately from cash and cash equivalents on our Consolidated Balance Sheets. Restricted cash includes the following:

**SPLNG Senior Notes Debt Service Reserve**

SPLNG, our wholly owned subsidiary, has consummated private offerings of an aggregate principal amount of \$1,665.5 million, before discount, of 7.50% Senior Secured Notes due 2016 (the “2016 SPLNG Senior Notes”) and \$420.0 million of 6.50% Senior Secured Notes due 2020 (the “2020 SPLNG Senior Notes”) and collectively with the 2016 SPLNG Senior Notes, the “SPLNG Senior Notes”). Under the indentures governing the SPLNG Senior Notes (the “SPLNG Indentures”), except for permitted tax distributions, SPLNG may not make distributions until certain conditions are satisfied, including: (1) there must be on deposit in an interest payment account an amount equal to one-sixth of the semi-annual interest payment multiplied by the number of elapsed months since the last semi-annual interest payment, and (2) there must be on deposit in a permanent debt service reserve fund an amount equal to one semi-annual interest payment. Distributions are permitted only after satisfying the foregoing funding requirements, a fixed charge coverage ratio test of 2:1 and other conditions specified in the SPLNG Indentures.

As of September 30, 2015 and December 31, 2014, we classified \$53.0 million and \$15.0 million, respectively, as current restricted cash for the payment of current interest due. As of both September 30, 2015 and December 31, 2014, we classified the permanent debt service reserve fund of \$76.1 million as non-current restricted cash. These cash accounts are controlled by a collateral trustee; therefore, these amounts are shown as restricted cash on our Consolidated Balance Sheets.

**SPL Reserve**

During 2013, SPL entered into four credit facilities aggregating \$5.9 billion (collectively, the “2013 SPL Credit Facilities”). In June 2015, SPL entered into four credit facilities aggregating \$4.6 billion (collectively, the “2015 SPL Credit Facilities”), which replaced the 2013 SPL Credit Facilities. Under the terms and conditions of the 2015 SPL Credit Facilities (and previously the 2013 SPL Credit Facilities), SPL is required to deposit all cash received into reserve accounts controlled by a collateral trustee. The usage or withdrawal of such cash is restricted to the payment of liabilities related to the Liquefaction Project; therefore, these amounts are shown as restricted cash on our Consolidated Balance Sheets.

During 2013, SPL issued an aggregate principal amount of \$2.0 billion, before premium, of 5.625% Senior Secured Notes due 2021 (the “2021 SPL Senior Notes”), \$1.0 billion of 6.25% Senior Secured Notes due 2022 (the “2022 SPL Senior Notes”) and \$1.0 billion of 5.625% Senior Secured Notes due 2023 (the “Initial 2023 SPL Senior Notes”). During 2014, SPL issued an aggregate principal amount of \$2.0 billion of 5.75% Senior Secured Notes due 2024 (the “2024 SPL Senior Notes”) and additional 5.625% Senior Secured Notes due 2023 in an aggregate principal amount of \$0.5 billion, before premium (the “Additional 2023 SPL Senior Notes”) and collectively with the Initial 2023 SPL Senior Notes, the “2023 SPL Senior Notes”). In March 2015, SPL issued an aggregate principal amount of \$2.0 billion of 5.625% Senior Secured Notes due 2025 (the “2025 SPL Senior Notes”) and collectively with the 2021 SPL Senior Notes, the 2022 SPL Senior Notes, the 2023 SPL Senior Notes and the 2024 SPL Senior Notes, the “SPL Senior Notes”). The use of cash proceeds from the SPL Senior Notes is restricted to the payment of liabilities related to the Liquefaction Project; therefore, these amounts are shown as restricted cash on our Consolidated Balance Sheets. See [Note 7—Long-Term Debt](#) for additional details about our long-term debt.

As of September 30, 2015 and December 31, 2014, we classified \$327.2 million and \$155.8 million, respectively, as current restricted cash held by SPL for the payment of current liabilities, including interest payments, related to the Liquefaction Project and zero and \$457.1 million, respectively, as non-current restricted cash held by SPL for future Liquefaction Project construction costs.

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
(unaudited)

**CTPL Reserve**

In May 2013, CTPL entered into a \$400.0 million term loan facility (the “CTPL Term Loan”). As of September 30, 2015 and December 31, 2014, we classified \$11.3 million and \$24.9 million, respectively, as current restricted cash held by CTPL for the payment of current liabilities and zero and \$11.3 million, respectively, as non-current restricted cash held by CTPL, because the usage and withdrawal of such funds is primarily restricted to the payment of liabilities related to modifications of the 94-mile pipeline which interconnects the Sabine Pass LNG terminal with a number of large interstate pipelines (the “Creole Trail Pipeline”) in order to enable bi-directional natural gas flow, and for the payment of interest during construction of such modifications. The restricted cash reserved to pay interest during construction is controlled by a collateral agent and can only be released by the collateral agent upon satisfaction of certain terms and conditions. CTPL is required to pay annual fees to the administrative and collateral agents.

**NOTE 4—PROPERTY, PLANT AND EQUIPMENT**

Property, plant and equipment consists of LNG terminal costs and fixed assets, as follows (in thousands):

	September 30, 2015	December 31, 2014
LNG terminal costs		
LNG terminal	\$ 2,446,927	\$ 2,240,233
LNG terminal construction-in-process	9,240,976	7,082,732
LNG site and related costs, net	136	141
Accumulated depreciation	(395,426)	(348,907)
Total LNG terminal costs, net	11,292,613	8,974,199
Fixed assets		
Computer and office equipment	1,126	1,105
Furniture and fixtures	1,375	1,375
Vehicles	2,033	1,507
Machinery and equipment	2,014	1,508
Other	5,592	2,505
Accumulated depreciation	(5,028)	(3,843)
Total fixed assets, net	7,112	4,157
Property, plant and equipment, net	\$ 11,299,725	\$ 8,978,356

**NOTE 5—DERIVATIVE INSTRUMENTS**

We have entered into the following derivative instruments that are reported at fair value:

- commodity derivatives to hedge the exposure to price risk attributable to future: (1) sales of our LNG inventory and (2) purchases of natural gas to operate the Sabine Pass LNG terminal (“Natural Gas Derivatives”);
- commodity derivatives consisting of natural gas purchase agreements and associated economic hedges to secure natural gas feedstock for the Liquefaction Project (“Liquefaction Supply Derivatives”); and
- interest rate swaps to hedge the exposure to volatility in a portion of the floating-rate interest payments under the 2015 SPL Credit Facilities (and previously the 2013 SPL Credit Facilities) (“Interest Rate Derivatives”).

None of our derivative instruments are designated as cash flow hedging instruments, and changes in fair value are recorded within our Consolidated Statements of Operations.

SPLNG has elected to account for a portion of the Natural Gas Derivatives as normal purchase normal sale transactions, exempt from fair value accounting. Gains and losses for these physical hedges are not reflected on our Consolidated Statements of Operations until the period of delivery. SPLNG had not posted collateral for such forward contracts as of September 30, 2015 and December 31, 2014.

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
**(unaudited)**

The following table (in thousands) shows the fair value of our derivative instruments that are required to be measured at fair value on a recurring basis as of September 30, 2015 and December 31, 2014, which are classified as other current assets, non-current derivative assets, derivative liabilities or non-current derivative liabilities in our Consolidated Balance Sheets.

	Fair Value Measurements as of							
	September 30, 2015				December 31, 2014			
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Natural Gas Derivatives asset	\$ —	\$ 470	\$ —	\$ 470	\$ —	\$ 1,216	\$ —	\$ 1,216
Liquefaction Supply Derivatives asset	—	—	32,546	32,546	—	—	342	342
Interest Rate Derivatives liability	—	(15,738)	—	(15,738)	—	(12,036)	—	(12,036)

The estimated fair values of our Natural Gas Derivatives are the amounts at which the instruments could be exchanged currently between willing parties. We value these derivatives using observable commodity price curves and other relevant data. We value the Interest Rate Derivatives using valuations based on the initial trade prices. Using an income-based approach, subsequent valuations are based on observable inputs to the valuation model including interest rate curves, risk adjusted discount rates, credit spreads and other relevant data.

The fair value of substantially all of the Liquefaction Supply Derivatives is developed through the use of internal models which are impacted by inputs that are unobservable in the marketplace. As a result, the fair value of the Liquefaction Supply Derivatives is designated as Level 3 within the valuation hierarchy. The curves used to generate the fair value of the Liquefaction Supply Derivatives are based on basis adjustments applied to forward curves for a liquid trading point. In addition, there may be observable liquid market basis information in the near term, but terms of a particular Liquefaction Supply Derivatives contract may exceed the period for which such information is available, resulting in a Level 3 classification. In these instances, the fair value of the contract incorporates extrapolation assumptions made in the determination of the market basis price for future delivery periods in which applicable commodity basis prices were either not observable or lacked corroborative market data. Internal fair value models that include contractual pricing with a fixed basis include fixed basis amounts for delivery at locations for which no market currently exists. Internal fair value models also include conditions precedent to the respective long-term natural gas purchase agreements. As of September 30, 2015 and December 31, 2014, some of the Liquefaction Supply Derivatives existed within markets for which the pipeline infrastructure has not been developed to accommodate marketable physical gas flow. In the absence of infrastructure to accommodate marketable physical gas flow, our internal fair value models are based on a market price that equates to our own contractual pricing due to: (1) the inactive and unobservable market and (2) conditions precedent and their impact on the uncertainty in the timing of our actual receipt of the physical volumes associated with each forward. The fair value of the Liquefaction Supply Derivatives is predominantly driven by market commodity basis prices and our assessment of the associated conditions precedent, including evaluating whether the respective market is available as pipeline infrastructure is developed. Upon the completion and placement into service of relevant pipeline infrastructure to accommodate marketable physical gas flow, we recognize a gain or loss based on the fair value of the respective natural gas purchase agreements as of the reporting date.

There were no transfers into or out of Level 3 Liquefaction Supply Derivatives for the three and nine months ended September 30, 2015 and 2014. As all of the physical Liquefaction Supply Derivatives are either purely index-priced or index-priced with a fixed basis, we do not believe that a significant change in market commodity prices would have a material impact on our Level 3 fair value measurements. The following table includes quantitative information for the unobservable inputs for the Level 3 Liquefaction Supply Derivatives as of September 30, 2015:

	Net Fair Value Asset (in thousands)	Valuation Technique	Significant Unobservable Input	Significant Unobservable Inputs Range
Liquefaction Supply Derivatives	\$32,546	Income Approach	Basis Spread	\$ (0.350) - \$0.050

Derivative assets and liabilities arising from our derivative contracts with the same counterparty are reported on a net basis, as all counterparty derivative contracts provide for net settlement. The use of derivative instruments exposes us to counterparty

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credit risk, or the risk that a counterparty will be unable to meet its commitments in instances when our derivative instruments are in an asset position.

**Commodity Derivatives**

We recognize all commodity derivative instruments that qualify for derivative accounting treatment, including our Natural Gas Derivatives and the Liquefaction Supply Derivatives (collectively, “Commodity Derivatives”), as either assets or liabilities and measure those instruments at fair value. Changes in the fair value of our Commodity Derivatives are reported in earnings.

The following table (in thousands) shows the fair value and location of our Commodity Derivatives on our Consolidated Balance Sheets:

Balance Sheet Location	September 30, 2015			December 31, 2014		
	Natural Gas Derivatives (1)	Liquefaction Supply Derivatives	Total	Natural Gas Derivatives (1)	Liquefaction Supply Derivatives	Total
Other current assets	\$ 470	\$ 2,371	\$ 2,841	\$ 1,216	\$ 76	\$ 1,292
Non-current derivative assets	—	30,657	30,657	—	586	586
Total derivative assets	470	33,028	33,498	1,216	662	1,878
Derivative liabilities	—	(349)	(349)	—	(53)	(53)
Non-current derivative liabilities	—	(133)	(133)	—	(267)	(267)
Total derivative liabilities	—	(482)	(482)	—	(320)	(320)
Derivative asset, net	\$ 470	\$ 32,546	\$ 33,016	\$ 1,216	\$ 342	\$ 1,558

(1) Does not include collateral calls of \$0.3 million and \$1.1 million for such contracts, which are included in other current assets in our Consolidated Balance Sheets as of September 30, 2015 and December 31, 2014, respectively.

The following table (in thousands) shows the changes in the fair value and settlements and location of our Commodity Derivatives recorded on our Consolidated Statements of Operations during the three and nine months ended September 30, 2015 and 2014:

Statement of Operations Location	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Natural Gas Derivatives loss				
Revenues	\$ —	\$ —	\$ —	\$ (31)
Operating and maintenance expense				
(income)	857	194	1,317	(64)
Natural Gas Derivatives gain (loss)				
Operating and maintenance expense				
(income)	32,103	—	32,184	—
Liquefaction Supply Derivatives gain (1)				

(1) There were no physical settlements during the reporting period.

*Natural Gas Derivatives*

Our Natural Gas Derivatives are executed through over-the-counter contracts which are subject to nominal credit risk as these transactions are settled on a daily margin basis with investment grade financial institutions. We are required by these financial institutions to use margin deposits as credit support for our Natural Gas Derivatives activities.

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*Liquefaction Supply Derivatives*

SPL has entered into index-based physical natural gas supply contracts and associated economic hedges to secure natural gas feedstock for the Liquefaction Project. The terms of the physical contracts range from approximately one to seven years and commence upon the occurrence of conditions precedent, including the date of first commercial operation of specified Trains of the Liquefaction Project. We recognize the Liquefaction Supply Derivatives as either assets or liabilities and measure those instruments at fair value. Changes in the fair value of the Liquefaction Supply Derivatives are reported in earnings. As of September 30, 2015, SPL has secured up to approximately 2,156.6 million MMBtu of natural gas feedstock through long-term natural gas purchase agreements, of which the forward notional natural gas buy position of the Liquefaction Supply Derivatives was approximately 1,244.1 million MMBtu, which were recorded as derivatives due to minimum purchase requirements.

**Interest Rate Derivatives**

SPL has entered into Interest Rate Derivatives to protect against volatility of future cash flows and hedge a portion of the variable interest payments on the 2015 SPL Credit Facilities. The Interest Rate Derivatives hedge a portion of the expected outstanding borrowings over the term of the 2015 SPL Credit Facilities.

In March 2015, SPL settled a portion of its Interest Rate Derivatives, and we recognized a derivative loss of \$34.7 million within our Consolidated Statements of Operations in conjunction with the termination of approximately \$1.8 billion of commitments under the 2013 SPL Credit Facilities as discussed in [Note 7—Long-Term Debt](#). In May 2014, SPL settled a portion of its Interest Rate Derivatives and recognized a derivative loss of \$9.3 million within our Consolidated Statements of Operations in conjunction with the early termination of approximately \$2.1 billion of commitments under the 2013 SPL Credit Facilities.

At September 30, 2015, SPL had the following Interest Rate Derivatives outstanding:

	Initial Notional Amount	Maximum Notional Amount	Effective Date	Maturity Date	Weighted Average Fixed Interest Rate Paid	Variable Interest Rate Received
Interest Rate Derivatives	\$20.0 million	\$628.8 million	August 14, 2012	July 31, 2019	1.98%	One-month LIBOR

The following table (in thousands) shows the fair value and location of the Interest Rate Derivatives on our Consolidated Balance Sheets:

	Balance Sheet Location	Fair Value Measurements as of	
		September 30, 2015	December 31, 2014
Interest Rate Derivatives	Derivative liabilities	\$ (7,039)	\$ (23,194)
Interest Rate Derivatives	Non-current derivative assets (Non-current derivative liabilities)	(8,699)	11,158

The following table (in thousands) shows the changes in the fair value and settlements of the Interest Rate Derivatives recorded in derivative gain (loss), net on our Consolidated Statements of Operations during the three and nine months ended September 30, 2015 and 2014

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Interest Rate Derivatives gain (loss)	\$ (10,872)	\$ 5,379	\$ (46,541)	\$ (89,222)

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**Balance Sheet Presentation**

Our Commodity Derivatives and Interest Rate Derivatives are presented on a net basis on our Consolidated Balance Sheets as described above. The following table (in thousands) shows the fair value of our derivatives outstanding on a gross and net basis:

Offsetting Derivative Assets (Liabilities)	Gross Amounts Recognized	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts Presented in the Consolidated Balance Sheets
<b>As of September 30, 2015</b>			
Natural Gas Derivatives	\$ 513	\$ (43)	\$ 470
Liquefaction Supply Derivatives	33,028	—	33,028
Liquefaction Supply Derivatives	(482)	—	(482)
Interest Rate Derivatives	(15,738)	—	(15,738)
<b>As of December 31, 2014</b>			
Natural Gas Derivatives	1,226	(10)	1,216
Liquefaction Supply Derivatives	662	—	662
Liquefaction Supply Derivatives	(320)	—	(320)
Interest Rate Derivatives	11,158	—	11,158
Interest Rate Derivatives	(23,194)	—	(23,194)

**NOTE 6—ACCRUED LIABILITIES**

As of September 30, 2015 and December 31, 2014, accrued liabilities consisted of the following (in thousands):

	September 30, 2015	December 31, 2014
Interest expense and related debt fees	\$ 166,317	\$ 112,858
Liquefaction Project costs	177,516	22,014
LNG terminal costs	5,987	1,077
Other accrued liabilities	2,637	629
Total accrued liabilities	<u>\$ 352,457</u>	<u>\$ 136,578</u>

**NOTE 7—LONG-TERM DEBT**

As of September 30, 2015 and December 31, 2014, our long-term debt consisted of the following (in thousands):

	Interest Rate	September 30, 2015	December 31, 2014
<b>Long-term debt</b>			
2016 SPLNG Senior Notes	7.500%	\$ 1,665,500	\$ 1,665,500
2020 SPLNG Senior Notes	6.500%	420,000	420,000
2021 SPL Senior Notes	5.625%	2,000,000	2,000,000
2022 SPL Senior Notes	6.250%	1,000,000	1,000,000
2023 SPL Senior Notes	5.625%	1,500,000	1,500,000
2024 SPL Senior Notes	5.750%	2,000,000	2,000,000
2025 SPL Senior Notes	5.625%	2,000,000	—
2015 SPL Credit Facilities (1)	(2)	250,000	—
CTPL Term Loan (3)	(4)	400,000	400,000
SPL Working Capital Facility (5)	(6)	—	—
Total long-term debt		<u>11,235,500</u>	<u>8,985,500</u>
<b>Long-term debt premium (discount)</b>			
2016 SPLNG Senior Notes		(5,477)	(8,998)
2021 SPL Senior Notes		9,090	10,177
2023 SPL Senior Notes		6,570	7,089
CTPL Term Loan		(1,681)	(2,435)
Total long-term debt, net		<u>\$ 11,244,002</u>	<u>\$ 8,991,333</u>

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- (1) Matures on the earlier of December 31, 2020 or the second anniversary of the completion date of Trains 1 through 5 of the Liquefaction Project.
- (2) Variable interest rate, at SPL's election, is LIBOR or the base rate plus the applicable margin. The applicable margins for LIBOR loans range from 1.30% to 1.75%, depending on the applicable 2015 SPL Credit Facility, and the applicable margin for base rate loans is 1.75%. Interest on LIBOR loans is due and payable at the end of each LIBOR period, and interest on base rate loans is due and payable at the end of each quarter.
- (3) Matures on May 28, 2017 when the full amount of the outstanding principal obligations must be repaid.
- (4) Variable interest rate, at CTPL's election, is LIBOR or the base rate plus the applicable margin. CTPL has historically elected LIBOR loans, for which the applicable margin is 3.25% and is due and payable at the end of each LIBOR period.
- (5) Matures on December 31, 2020, with various terms for underlying loans, as further described below under SPL Working Capital Facility. As of September 30, 2015 and December 31, 2014, no loans were outstanding under the SPL Working Capital Facility or the SPL LC Agreement it replaced.
- (6) Variable interest rates, based on LIBOR or the base rate, as further described below under SPL Working Capital Facility.

For the three months ended September 30, 2015 and 2014, we incurred \$185.2 million and \$154.8 million of total interest cost, respectively, of which we capitalized and deferred \$135.8 million and \$107.9 million, respectively, including amortization of debt issuance costs, primarily related to the construction of the Liquefaction Project. For the nine months ended September 30, 2015 and 2014, we incurred \$520.1 million and \$423.8 million of total interest cost, respectively, of which we capitalized and deferred \$377.7 million and \$292.8 million, respectively, including amortization of debt issuance costs, primarily related to this construction.

**SPLNG Senior Notes**

Under the SPLNG Indentures, except for permitted tax distributions, SPLNG may not make distributions until certain conditions are satisfied as described in [Note 3—Restricted Cash](#). During the nine months ended September 30, 2015 and 2014, SPLNG made distributions of \$267.9 million and \$237.7 million, respectively, after satisfying all the applicable conditions in the SPLNG Indentures.

**SPL Senior Notes**

In March 2015, SPL issued an aggregate principal amount of \$2.0 billion of the 2025 SPL Senior Notes, for which borrowings accrue interest at a fixed rate of 5.625%. The terms of the 2025 SPL Senior Notes are governed by the same common indenture with the other SPL Senior Notes. In connection with the closing of the sale of the 2025 SPL Senior Notes, SPL entered into a Registration Rights Agreement dated March 3, 2015 (the "2025 SPL Registration Rights Agreement"). Under the terms of the 2025 SPL Registration Rights Agreement, SPL has agreed, and any future guarantors of the 2025 SPL Senior Notes will agree, to use commercially reasonable efforts to file with the SEC and cause to become effective a registration statement within 360 days after March 3, 2015 with respect to an offer to exchange any and all of the 2025 SPL Senior Notes for a like aggregate principal amount of debt securities of SPL with terms identical in all material respects to the respective 2025 SPL Senior Notes sought to be exchanged (other than with respect to restrictions on transfer or to any increase in annual interest rate), and that are registered under the Securities Act of 1933, as amended. Under specified circumstances, SPL has also agreed, and any future guarantors will also agree, to use commercially reasonable efforts to cause to become effective a shelf registration statement relating to resales of the 2025 SPL Senior Notes. SPL will be obligated to pay additional interest if it fails to comply with its obligations to register the 2025 SPL Senior Notes within the specified time period.

**2015 SPL Credit Facilities**

In June 2015, SPL entered into the 2015 SPL Credit Facilities with commitments aggregating \$4.6 billion. The 2015 SPL Credit Facilities are being used to fund a portion of the costs of developing, constructing and placing into operation Trains 1 through 5 of the Liquefaction Project. Borrowings under the 2015 SPL Credit Facilities may be refinanced, in whole or in part, at any time without premium or penalty; however, interest rate hedging and interest rate breakage costs may be incurred. As of September 30, 2015, SPL had \$4.3 billion of available commitments and \$250.0 million of outstanding borrowings under the 2015 SPL Credit Facilities.



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SPL incurred \$88.2 million of debt issuance costs in connection with the 2015 SPL Credit Facilities. In addition to interest, SPL is required to pay insurance/guarantee premiums of 0.45% per annum on any drawn amounts under the covered tranches of the 2015 SPL Credit Facilities. The 2015 SPL Credit Facilities also require SPL to pay a quarterly commitment fee calculated at a rate per annum equal to either: (1) 40% of the applicable margin, multiplied by the average daily amount of the undrawn commitment, or (2) 0.70% of the undrawn commitment, depending on the applicable 2015 SPL Credit Facility. The principal of the loans made under the 2015 SPL Credit Facilities must be repaid in quarterly installments, commencing with the earlier of June 30, 2020 and the last day of the first full calendar quarter after the completion date of Trains 1 through 5 of the Liquefaction Project. Scheduled repayments are based upon an 18-year amortization profile, with the remaining balance due upon the maturity of the 2015 SPL Credit Facilities.

The 2015 SPL Credit Facilities contain conditions precedent for borrowings, as well as customary affirmative and negative covenants. The obligations of SPL under the 2015 SPL Credit Facilities are secured by substantially all of the assets of SPL as well as all of the membership interests in SPL on *pari passu* basis with the SPL Senior Notes and the Amended and Restated Senior Working Capital Revolving Credit and Letter of Credit Reimbursement Agreement (the “SPL Working Capital Facility”) described below.

Under the terms of the 2015 SPL Credit Facilities, SPL is required to hedge not less than 65% of the variable interest rate exposure of its projected outstanding borrowings, calculated on a weighted average basis in comparison to its anticipated draw of principal.

**2013 SPL Credit Facilities**

In May 2013, SPL entered into the 2013 SPL Credit Facilities to fund a portion of the costs of developing, constructing and placing into operation Trains 1 through 4 of the Liquefaction Project. As of December 31, 2014, SPL had no outstanding borrowings under the 2013 SPL Credit Facilities. In June 2015, the 2013 SPL Credit Facilities were replaced with the 2015 SPL Credit Facilities.

In March 2015, in conjunction with SPL’s issuance of the 2025 SPL Senior Notes, SPL terminated approximately \$1.8 billion of commitments under the 2013 SPL Credit Facilities. This termination and the replacement of the 2013 SPL Credit Facilities with the 2015 SPL Credit Facilities in June 2015 resulted in a write-off of debt issuance costs and deferred commitment fees associated with the 2013 SPL Credit Facilities of \$96.3 million for the nine months ended September 30, 2015.

**CTPL Term Loan**

As of September 30, 2015, CTPL had borrowed the full amount of \$400.0 million available under the CTPL Term Loan. The outstanding balance may be repaid, in whole or in part, at any time without premium or penalty.

**SPL Working Capital Facility**

In September 2015, SPL entered into a \$1.2 billion SPL Working Capital Facility, which replaced the \$325.0 million Senior Letter of Credit and Reimbursement Agreement that was entered into in April 2014 (the “SPL LC Agreement”). The SPL Working Capital Facility is intended to be used for loans to SPL (“Working Capital Loans”), the issuance of letters of credit on behalf of SPL (“Letters of Credit”), as well as for swing line loans to SPL (“Swing Line Loans”), primarily for certain working capital requirements related to developing and placing into operation the Liquefaction Project. SPL may, from time to time, request increases in the commitments under the SPL Working Capital Facility of up to \$760 million and, upon the completion of the debt financing of Train 6 of the Liquefaction Project, request an incremental increase in commitments of up to an additional \$390 million. As of September 30, 2015, SPL had \$1.1 billion of available commitments, \$127.6 million aggregate amount of issued Letters of Credit and no Working Capital Loans, Swing Line Loans or loans deemed made in connection with a draw upon a Letter of Credit (“LC Loans” and collectively with Working Capital Loans and Swing Line Loans, the “SPL Working Capital Facility Loans”) outstanding under the SPL Working Capital Facility. As of December 31, 2014, SPL had issued letters of credit in an aggregate amount of \$9.5 million, and no draws had been made upon any letters of credit issued under the SPL LC Agreement.

SPL Working Capital Facility Loans 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 effective rate, as published by the Federal Reserve Bank of New York, plus 0.50% and one month LIBOR plus 0.50%), plus the applicable margin. The applicable margin for LIBOR

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SPL Working Capital Facility Loans is 1.75% per annum, and the applicable margin for base rate SPL Working Capital Facility Loans is 0.75% per annum. Interest on Swing Line Loans and LC Loans is due and payable on the date the loan becomes due. Interest on LIBOR Working Capital Loans is due and payable at the end of each applicable LIBOR period, and interest on base rate Working Capital Loans is due and payable at the end of each fiscal quarter. However, if such base rate Working Capital Loan is converted into a LIBOR Working Capital Loan, interest is due and payable on that date. Additionally, if the loans become due prior to such periods, the interest also becomes due on that date.

SPL incurred \$27.5 million of debt issuance costs in connection with the SPL Working Capital Facility. SPL pays (1) a commitment fee on the average daily amount of the excess of the total commitment amount over the principal amount outstanding without giving effect to any outstanding Swing Line Loans in an amount equal to an annual rate of 0.70% and (2) a Letter of Credit fee equal to an annual rate of 1.75% of the undrawn portion of all Letters of Credit issued under the SPL Working Capital Facility. If draws are made upon a Letter of Credit issued under the SPL Working Capital Facility and SPL does not elect for such draw (an "LC Draw") to be deemed an LC Loan, SPL is required to pay the full amount of the LC Draw on or prior to the business day following the notice of the LC Draw. An LC Draw accrues interest at an annual rate of 2.0% plus the base rate. As of September 30, 2015, no LC Draws had been made upon any Letters of Credit issued under the SPL Working Capital Facility.

The SPL Working Capital Facility matures on December 31, 2020, and the outstanding balance may be repaid, in whole or in part, at any time without premium or penalty upon three business days' notice. LC Loans have a term of up to one year. Swing Line Loans terminate upon the earliest of (1) the maturity date or earlier termination of the SPL Working Capital Facility, (2) the date 15 days after such Swing Line Loan is made and (3) the first borrowing date for a Working Capital Loan or Swing Line Loan occurring at least three business days following the date the Swing Line Loan is made. SPL is required to reduce the aggregate outstanding principal amount of all Working Capital Loans to zero for a period of five consecutive business days at least once each year.

The SPL Working Capital Facility contains conditions precedent for extensions of credit, as well as customary affirmative and negative covenants. The obligations of SPL under the SPL Working Capital Facility are secured by substantially all of the assets of SPL as well as all of the membership interests in SPL on *pari passu* basis with the SPL Senior Notes and 2015 SPL Credit Facilities.

**Fair Value Disclosures**

The following table (in thousands) shows the carrying amount and estimated fair value of our long-term debt:

	September 30, 2015		December 31, 2014	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
2016 SPLNG Senior Notes, net of discount (1)	\$ 1,660,023	\$ 1,684,923	\$ 1,656,502	\$ 1,718,621
2020 SPLNG Senior Notes (1)	420,000	410,550	420,000	428,400
2021 SPL Senior Notes, net of premium (1)	2,009,090	1,853,386	2,010,177	1,985,050
2022 SPL Senior Notes (1)	1,000,000	930,000	1,000,000	1,020,000
2023 SPL Senior Notes, net of premium (1)	1,506,570	1,344,614	1,507,089	1,476,947
2024 SPL Senior Notes (1)	2,000,000	1,765,000	2,000,000	1,970,000
2025 SPL Senior Notes (1)	2,000,000	1,755,000	—	—
2015 SPL Credit Facilities (2)	250,000	250,000	—	—
CTPL Term Loan, net of discount (2)	398,319	400,000	397,565	400,000
SPL Working Capital Facility (2)	—	—	—	—

- (1) The Level 2 estimated fair value was based on quotations obtained from broker-dealers who make markets in these and similar instruments based on the closing trading prices on September 30, 2015 and December 31, 2014, as applicable.
- (2) The Level 3 estimated fair value approximates the principal amount because the interest rates are variable and reflective of market rates and the debt may be repaid, in full or in part, at any time without penalty.

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**NOTE 8—RELATED PARTY TRANSACTIONS**

**LNG Terminal-Related Agreements**

*Terminal Use Agreement*

SPL obtained approximately 2.0 Bcf/d of regasification capacity under a TUA with SPLNG as a result of an assignment in July 2012 by Cheniere Investments of its rights, title and interest under its TUA with SPLNG. SPL is obligated to make monthly capacity payments to SPLNG aggregating approximately \$250 million per year, continuing until at least 20 years after SPL delivers its first commercial cargo at the Liquefaction Project.

In connection with this TUA, SPL is required to pay for a portion of the cost (primarily LNG inventory) to maintain the cryogenic readiness of the regasification facilities at the Sabine Pass LNG terminal. We recorded operating and maintenance expense (income) related to this obligation of \$(0.7) million and \$10.2 million during the three months ended September 30, 2015 and 2014, respectively, and \$17.0 million and \$25.0 million during the nine months ended September 30, 2015 and 2014, respectively.

Cheniere Investments, SPL and SPLNG entered into the terminal use rights assignment and agreement (the "TURA") pursuant to which Cheniere Investments has the right to use SPL's reserved capacity under the TUA and has the obligation to make the monthly capacity payments required by the TUA to SPLNG. However, the revenue earned by SPLNG from the capacity payments made under the TUA and the loss incurred by Cheniere Investments under the TURA are eliminated upon consolidation of our financial statements. We have guaranteed the obligations of SPL under its TUA and the obligations of Cheniere Investments under the TURA.

In an effort to utilize Cheniere Investments' reserved capacity under the TURA during construction of the Liquefaction Project, Cheniere Marketing has entered into an amended and restated variable capacity rights agreement with Cheniere Investments (the "Amended and Restated VCRA") pursuant to which Cheniere Marketing is obligated to pay Cheniere Investments 80% of the expected gross margin of each cargo of LNG that Cheniere Marketing arranges for delivery to the Sabine Pass LNG terminal. We recorded no revenues—affiliate from Cheniere Marketing during the three and nine months ended September 30, 2015 and 2014, respectively, related to the Amended and Restated VCRA.

*Cheniere Marketing SPA*

Cheniere Marketing has entered into an amended and restated SPA with SPL to purchase, at Cheniere Marketing's option, any LNG produced by SPL in excess of that required for other customers at a price of 115% of Henry Hub plus \$3.00 per MMBtu of LNG.

*Commissioning Agreement*

In May 2015, SPL entered into an agreement with Cheniere Marketing that obligates Cheniere Marketing, in certain circumstances, to buy LNG cargoes produced during the periods while Bechtel Oil, Gas and Chemicals, Inc. has control of, and is commissioning, the first four Trains of the Liquefaction Project.

*Pre-commercial LNG Marketing Agreement*

In May 2015, SPL entered into an agreement with Cheniere Marketing that authorizes Cheniere Marketing to act on SPL's behalf to market and sell pre-commercial LNG that has not been accepted by BG Gulf Coast LNG, LLC.

**Services Agreements**

As of September 30, 2015 and December 31, 2014, we had \$55.0 million and \$27.3 million of advances to affiliates, respectively, under the services agreements described below. During the three months ended September 30, 2015 and 2014, we recorded general and administrative expense—affiliate of \$25.7 million and \$24.5 million, respectively, and operating and maintenance expense—affiliate of \$8.1 million and \$5.0 million, respectively, under the services agreements described below. During the nine months ended September 30, 2015 and 2014, we recorded general and administrative expense—affiliate of \$80.8

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million and \$74.6 million, respectively, and operating and maintenance expense—affiliate of \$20.4 million and \$14.3 million, respectively, under the services agreements described below.

*Cheniere Partners Services Agreement*

We have entered into a services agreement with Cheniere Terminals, a wholly owned subsidiary of Cheniere, pursuant to which Cheniere Terminals is entitled to a quarterly non-accountable overhead reimbursement charge of \$2.8 million (adjusted for inflation) for the provision of various general and administrative services for our benefit. In addition, Cheniere Terminals is entitled to reimbursement for all audit, tax, legal and finance fees incurred by Cheniere Terminals that are necessary to perform the services under the agreement.

*SPLNG O&M Agreement*

SPLNG has entered into a long-term operation and maintenance agreement (the “SPLNG O&M Agreement”) with Cheniere Investments pursuant to which SPLNG receives all necessary services required to operate and maintain the Sabine Pass LNG receiving terminal. SPLNG incurs a fixed monthly fee of \$130,000 (indexed for inflation) under the SPLNG O&M Agreement and the cost of a bonus equal to 50% of the salary component of labor costs in certain circumstances to be agreed upon between SPLNG and Cheniere Investments at the beginning of each operating year. In addition, SPLNG incurs costs to reimburse Cheniere Investments for its operating expenses, which consist primarily of labor expenses. Cheniere Investments meets its obligations under the SPLNG O&M Agreement with resources provided by a wholly owned subsidiary of Cheniere pursuant to a secondment agreement. All payments received by Cheniere Investments under the SPLNG O&M Agreement are required to be remitted to such subsidiary.

*SPLNG MSA*

SPLNG has entered into a long-term management services agreement (the “SPLNG MSA”) with Cheniere Terminals, pursuant to which Cheniere Terminals manages the operation of the Sabine Pass LNG receiving terminal, excluding those matters provided for under the SPLNG O&M Agreement. SPLNG incurs a monthly fixed fee of \$520,000 (indexed for inflation) under the SPLNG MSA.

*SPL O&M Agreement*

SPL has entered into an operation and maintenance agreement (the “SPL O&M Agreement”) with Cheniere Investments pursuant to which SPL receives all of the necessary services required to construct, operate and maintain the Liquefaction Project. Before the Liquefaction Project is operational, the services to be provided include, among other services, obtaining governmental approvals on behalf of SPL, preparing an operating plan for certain periods, obtaining insurance, preparing staffing plans and preparing status reports. After the Liquefaction Project is operational, the services include all necessary services required to operate and maintain the Liquefaction Project. Before the Liquefaction Project is operational, in addition to reimbursement of operating expenses, SPL is required to pay a monthly fee equal to 0.6% of the capital expenditures incurred in the previous month. After substantial completion of each Train, for services performed while the Liquefaction Project is operational, SPL will pay, in addition to the reimbursement of operating expenses, a fixed monthly fee of \$83,333 (indexed for inflation) for services with respect to such Train. Cheniere Investments meets its obligations under the SPL O&M Agreement with resources provided by a wholly owned subsidiary of Cheniere pursuant to a secondment agreement. All payments received by Cheniere Investments under the SPL O&M Agreement are required to be remitted to such subsidiary.

*SPL MSA*

SPL has entered into a management services agreement (the “SPL MSA”) with Cheniere Terminals pursuant to which Cheniere Terminals manages the construction and operation of the Liquefaction Project, excluding those matters provided for under the SPL O&M Agreement. The services include, among other services, exercising the day-to-day management of SPL’s affairs and business, managing SPL’s regulatory matters, managing bank and brokerage accounts and financial books and records of SPL’s business and operations, entering into financial derivatives on our behalf and providing contract administration services for all contracts associated with the Liquefaction Project. Under the SPL MSA, SPL pays a monthly fee equal to 2.4% of the capital expenditures incurred in the previous month. After substantial completion of each Train, SPL will pay a fixed monthly fee of \$541,667 (indexed for inflation) for services with respect to such Train.

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
**(unaudited)**

*CTPL O&M Agreement*

CTPL has entered into an amended long-term operation and maintenance agreement (the “CTPL O&M Agreement”) with Cheniere Investments pursuant to which CTPL receives all necessary services required to operate and maintain the Creole Trail Pipeline. CTPL is required to reimburse the counterparty for its operating expenses, which consist primarily of labor expenses. Cheniere Investments meets its obligations under the CTPL O&M Agreement with resources provided by a wholly owned subsidiary of Cheniere pursuant to a secondment agreement. All payments received by Cheniere Investments under the CTPL O&M Agreement are required to be remitted to such subsidiary.

*CTPL MSA*

CTPL has entered into a management services agreement (the “CTPL MSA”) with Cheniere Terminals pursuant to which Cheniere Terminals manages the modification and operation of the Creole Trail Pipeline, excluding those matters provided for under the CTPL O&M Agreement. The services include, among other services, exercising the day-to-day management of CTPL’s affairs and business, managing CTPL’s regulatory matters, managing bank and brokerage accounts and financial books and records of CTPL’s business and operations and providing contract administration services for all contracts associated with the pipeline facilities. Under the CTPL MSA, CTPL pays a monthly fee equal to 3.0% of the capital expenditures to enable bi-directional natural gas flow on the Creole Trail Pipeline incurred in the previous month.

**LNG Lease Agreement**

In September 2011, Cheniere Investments entered into an agreement in the form of a lease (the “LNG Lease Agreement”) with Cheniere Marketing that enables Cheniere Investments to supply the Sabine Pass LNG terminal with LNG to maintain proper LNG inventory levels and temperature. The LNG Lease Agreement also enables Cheniere Investments to hedge the exposure to variability in expected future cash flows of the LNG inventory. Under the terms of the LNG Lease Agreement, Cheniere Marketing funds all activities related to the purchase and hedging of the LNG, and Cheniere Investments reimburses Cheniere Marketing for all costs and assumes full price risk associated with these activities.

As a result of Cheniere Investments assuming full price risk associated with the LNG Lease Agreement, any LNG inventory purchased by Cheniere Marketing under this arrangement is classified as LNG inventory—affiliate on our Consolidated Balance Sheets. This amount is recorded at cost and subject to lower of cost or market (“LCM”) adjustments at the end of each period. LNG inventory—affiliate cost is determined using the average cost method. Recoveries of losses resulting from interim period LCM adjustments are made due to market price recoveries on the same LNG inventory—affiliate in the same fiscal year and are recognized as gains in later interim periods with such gains not exceeding previously recognized losses. Gains or losses on the sale of LNG inventory—affiliate and LCM adjustments are recorded as revenues on our Consolidated Statements of Operations. As of September 30, 2015 and December 31, 2014, we had no LNG inventory—affiliate recorded on our Consolidated Balance Sheets under the LNG Lease Agreement.

**Agreement to Fund SPLNG’s Cooperative Endeavor Agreements (“CEAs”)**

In July 2007, SPLNG executed CEAs with various Cameron Parish, Louisiana taxing authorities that allow them to collect certain annual property tax payments from SPLNG from 2007 through 2016. This ten-year initiative represents an aggregate commitment of up to \$25.0 million, and SPLNG will make resources available to the Cameron Parish taxing authorities on an accelerated basis in order to aid in their reconstruction efforts following Hurricane Rita. In exchange for SPLNG’s advance payments of annual ad valorem taxes, Cameron Parish will grant SPLNG a dollar-for-dollar credit against future ad valorem taxes to be levied against the Sabine Pass LNG terminal starting in 2019. In September 2007, SPLNG entered into an agreement with Cheniere Marketing, pursuant to which Cheniere Marketing would pay SPLNG additional TUA revenues equal to any and all amounts payable under the CEAs in exchange for a similar amount of credits against future TUA payments it would owe SPLNG under its TUA starting in 2019. In June 2010, Cheniere Marketing assigned its TUA to Cheniere Investments and concurrently entered into a variable capacity rights agreement, allowing Cheniere Marketing to utilize Cheniere Investments’ capacity under the TUA after the assignment. In July 2012, Cheniere Investments entered into the Amended and Restated VCRA with Cheniere Marketing in order for Cheniere Investments to utilize during construction of the Liquefaction Project the capacity rights granted under the TURA. Cheniere Marketing will continue to fund the CEAs during the term of the Amended and Restated VCRA and, in exchange, Cheniere Marketing will receive the benefit of any future credits.

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
**(unaudited)**

On a consolidated basis, these advance tax payments were recorded to other non-current assets, and payments from Cheniere Marketing that SPLNG utilized to make the ad valorem tax payments were recorded as a long-term obligation. As of September 30, 2015 and December 31, 2014, we had \$22.1 million and \$19.6 million, respectively, of other non-current assets resulting from SPLNG's ad valorem tax payments and non-current liabilities—affiliate resulting from these payments received from Cheniere Marketing.

**Contracts for Sale and Purchase of Natural Gas and LNG**

SPLNG is able to sell and purchase natural gas and LNG under agreements with Cheniere Marketing. Under these agreements, SPLNG purchases natural gas or LNG from Cheniere Marketing at a sales price equal to the actual purchase price paid by Cheniere Marketing to suppliers of the natural gas or LNG, plus any third-party costs incurred by Cheniere Marketing with respect to the receipt, purchase and delivery of natural gas or LNG to the Sabine Pass LNG terminal. As a result, SPLNG records the purchases of natural gas and LNG from Cheniere Marketing to be utilized as fuel to operate the Sabine Pass LNG terminal as operating and maintenance expense.

SPLNG recorded operating and maintenance expense of \$1.1 million and \$0.9 million in the three months ended September 30, 2015 and 2014, respectively, and \$3.7 million and \$2.1 million in the nine months ended September 30, 2015 and 2014, respectively, for natural gas purchased from Cheniere Marketing under these agreements. SPLNG recorded revenues—affiliate of \$4.4 million and \$0.3 million in the three months ended September 30, 2015 and 2014, respectively, and \$9.8 million and \$0.5 million in the nine months ended September 30, 2015 and 2014, respectively, for natural gas sold to Cheniere Marketing under these agreements.

**Tug Boat Lease Sharing Agreement**

In connection with its tug boat lease, Sabine Pass Tug Services, LLC ("Tug Services"), a wholly owned subsidiary of SPLNG, entered into a tug sharing agreement with a wholly owned subsidiary of Cheniere to provide its LNG cargo vessels with tug boat and marine services at the Sabine Pass LNG terminal. Tug Services recorded revenues—affiliate of \$0.7 million pursuant to this agreement in each of the three months ended September 30, 2015 and 2014, and \$2.1 million in each of the nine months ended September 30, 2015 and 2014.

**LNG Terminal Export Agreement**

In January 2010, SPLNG and Cheniere Marketing entered into an LNG Terminal Export Agreement that provides Cheniere Marketing the ability to export LNG from the Sabine Pass LNG terminal. SPLNG did not record any revenues associated with this agreement during the three and nine months ended September 30, 2015 and 2014.

**State Tax Sharing Agreements**

In November 2006, SPLNG entered into a state tax sharing agreement with Cheniere. Under this agreement, Cheniere has agreed to prepare and file all state and local tax returns which SPLNG and Cheniere are required to file on a combined basis and to timely pay the combined state and local tax liability. If Cheniere, in its sole discretion, demands payment, SPLNG will pay to Cheniere an amount equal to the state and local tax that SPLNG would be required to pay if its state and local tax liability were computed on a separate company basis. There have been no state and local taxes paid by Cheniere for which Cheniere could have demanded payment from SPLNG under this agreement; therefore, Cheniere has not demanded any such payments from SPLNG. The agreement is effective for tax returns due on or after January 1, 2008.

In August 2012, SPL entered into a state tax sharing agreement with Cheniere. Under this agreement, Cheniere has agreed to prepare and file all state and local tax returns which SPL and Cheniere are required to file on a combined basis and to timely pay the combined state and local tax liability. If Cheniere, in its sole discretion, demands payment, SPL will pay to Cheniere an amount equal to the state and local tax that SPL would be required to pay if SPL's state and local tax liability were calculated on a separate company basis. There have been no state and local taxes paid by Cheniere for which Cheniere could have demanded payment from SPL under this agreement; therefore, Cheniere has not demanded any such payments from SPL. The agreement is effective for tax returns due on or after August 2012.

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
**(unaudited)**

In May 2013, CTPL entered into a state tax sharing agreement with Cheniere. Under this agreement, Cheniere has agreed to prepare and file all state and local tax returns which CTPL and Cheniere are required to file on a combined basis and to timely pay the combined state and local tax liability. If Cheniere, in its sole discretion, demands payment, CTPL will pay to Cheniere an amount equal to the state and local tax that CTPL would be required to pay if CTPL's state and local tax liability were calculated on a separate company basis. There have been no state and local taxes paid by Cheniere for which Cheniere could have demanded payment from CTPL under this agreement; therefore, Cheniere has not demanded any such payments from CTPL. The agreement is effective for tax returns due on or after May 2013.

**NOTE 9—NET INCOME (LOSS) PER COMMON UNIT**

Net income (loss) per common unit for a given period is based on the distributions that will be made to the unitholders with respect to the period plus an allocation of undistributed net income (loss) based on provisions of the partnership agreement, divided by the weighted average number of common units outstanding. Distributions paid by us are presented on the Consolidated Statement of Partners' Equity. On October 23, 2015, we declared a \$0.425 distribution per common unit and the related distribution to our general partner to be paid on November 13, 2015 to unitholders of record as of November 2, 2015 for the period from July 1, 2015 to September 30, 2015.

The two-class method dictates that net income (loss) for a period be reduced by the amount of available cash that will be distributed with respect to that period and that any residual amount representing undistributed net income be allocated to common unitholders and other participating unitholders to the extent that each unit may share in net income as if all of the net income for the period had been distributed in accordance with the partnership agreement. Undistributed income is allocated to participating securities based on the distribution waterfall for available cash specified in the partnership agreement. Undistributed losses (including those resulting from distributions in excess of net income) are allocated to common units and other participating securities on a pro rata basis based on provisions of the partnership agreement. Historical income (loss) attributable to a company that was purchased from an entity under common control is allocated to the predecessor owner in accordance with the terms of the partnership agreement. Distributions are treated as distributed earnings in the computation of earnings per common unit even though cash distributions are not necessarily derived from current or prior period earnings.

The Class B units were issued at a discount to the market price of the common units into which they are convertible. This discount totaling \$2,130.0 million represents a beneficial conversion feature and is reflected as an increase in common and subordinated unitholders' equity and a decrease in Class B unitholders' equity to reflect the fair value of the Class B units at issuance on our Consolidated Statements of Partners' Equity. The beneficial conversion feature is considered a dividend that will be distributed ratably with respect to any Class B unit from its issuance date through its conversion date, resulting in an increase in Class B unitholders' equity and a decrease in common and subordinated unitholders' equity. We amortize the beneficial conversion feature assuming a conversion date of August 2017 for Cheniere Holdings' and Blackstone's Class B units although actual conversion may occur prior to or after these assumed dates. We are amortizing using the effective yield method with a weighted average effective yield of 888.7% per year and 966.1% per year for Cheniere Holdings' and Blackstone's Class B units, respectively. The impact of the beneficial conversion feature is also included in earnings per unit for the three and nine months ended September 30, 2015 and 2014.

The following is a schedule by years, based on the capital structure as of September 30, 2015, of the anticipated impact to the capital accounts in connection with the amortization of the beneficial conversion feature (in thousands):

	Common Units	Class B Units	Subordinated Units
2015	(232)	781	(549)
2016	(29,565)	99,685	(70,120)
2017	(594,420)	2,004,209	(1,409,788)

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
**(unaudited)**

Under our partnership agreement, the incentive distribution rights (“IDRs”) participate in net income (loss) only to the extent of the amount of cash distributions actually declared, thereby excluding the IDRs from participating in undistributed net income (loss). We did not allocate earnings or losses to IDR holders for the purpose of the two-class method earnings per unit calculation for any of the periods presented. The following table (in thousands, except per unit data) provides a reconciliation of net income (loss) and the allocation of net loss to the common units, the subordinated units and the general partner for purposes of computing net income (loss) per unit:

	Total	Limited Partner Units			General Partner
		Common Units	Class B Units	Subordinated Units	
<b>Three Months Ended September 30, 2015</b>					
Net loss	\$ (24,132)				
Declared distributions	24,755	24,260	—	—	495
Assumed allocation of undistributed net loss	\$ (48,887)	(14,209)	—	(33,700)	(978)
Assumed allocation of net income (loss)		\$ 10,051	\$ —	\$ (33,700)	\$ (483)
Weighted average units outstanding		57,081	145,333	135,384	
Net income (loss) per unit		\$ 0.18	\$ —	\$ (0.25)	
<b>Three Months Ended September 30, 2014</b>					
Net loss	\$ (43,240)				
Declared distributions	24,754	24,259	—	—	495
Assumed allocation of undistributed net loss	\$ (67,994)	(19,762)	—	(46,872)	(1,360)
Assumed allocation of net income (loss)		\$ 4,497	\$ —	\$ (46,872)	\$ (865)
Weighted average units outstanding		57,079	145,333	135,384	
Net income (loss) per unit		\$ 0.08	\$ —	\$ (0.35)	
<b>Nine Months Ended September 30, 2015</b>					
Net loss	\$ (262,851)				
Declared distributions	74,266	72,781	—	—	1,485
Assumed allocation of undistributed net loss	\$ (337,117)	(97,984)	—	(232,389)	(6,744)
Assumed allocation of net loss		\$ (25,203)	\$ —	\$ (232,389)	\$ (5,259)
Weighted average units outstanding		57,081	145,333	135,384	
Net loss per unit		\$ (0.44)	\$ —	\$ (1.72)	
<b>Nine Months Ended September 30, 2014</b>					
Net loss	\$ (339,197)				
Declared distributions	74,261	72,776	—	—	1,485
Assumed allocation of undistributed net loss	\$ (413,458)	(120,168)	—	(285,021)	(8,269)
Assumed allocation of net loss		\$ (47,392)	\$ —	\$ (285,021)	\$ (6,784)
Weighted average units outstanding		57,079	145,333	135,384	
Net loss per unit		\$ (0.83)	\$ —	\$ (2.11)	

**NOTE 10—SUPPLEMENTAL CASH FLOW INFORMATION**

The following table (in thousands) provides supplemental disclosure of cash flow information:

	Nine Months Ended September 30,	
	2015	2014
Cash paid during the year for interest, net of amounts capitalized and deferred	\$ 80,150	\$ 47,152
Balance in property, plant and equipment, net funded with accounts payable and accrued liabilities (including affiliate)	362,435	280,290
Non-cash conveyance of assets	13,169	—



**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**  
**(unaudited)**

**NOTE 11—RECENT ACCOUNTING STANDARDS**

In May 2014, the Financial Accounting Standards Board (the “FASB”) amended its guidance on revenue recognition. The core principle of this amendment is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This guidance is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period. Earlier adoption is permitted as of annual reporting periods beginning after December 15, 2016. This guidance may be adopted either retrospectively to each prior reporting period presented or as a cumulative-effect adjustment as of the date of adoption. We are currently evaluating the impact of the provisions of this guidance on our Consolidated Financial Statements and related disclosures.

In August 2014, the FASB issued authoritative guidance that requires an entity’s management to evaluate, for each reporting period, whether there are conditions and events that raise substantial doubt about the entity’s ability to continue as a going concern within one year after the financial statements are issued. Additional disclosures are required if management concludes that conditions or events raise substantial doubt about the entity’s ability to continue as a going concern. This guidance is effective for annual reporting periods ending after December 15, 2016, and for annual periods and interim periods thereafter, with earlier adoption permitted. The adoption of this guidance is not expected to have an impact on our Consolidated Financial Statements or related disclosures.

In February 2015, the FASB amended its guidance on consolidation analysis. This amendment primarily affects asset managers and reporting entities involved with limited partnerships or similar entities, but the analysis is relevant in the evaluation of any reporting organization’s requirement to consolidate a legal entity. This guidance changes (1) the identification of variable interests, (2) the variable interest entity characteristics for a limited partnership or similar entity and (3) the primary beneficiary determination. This guidance is effective for annual reporting periods beginning after December 15, 2015, including interim periods within that reporting period, with earlier adoption permitted. This guidance may be adopted either retrospectively to each prior reporting period presented or as a cumulative-effect adjustment as of the date of adoption. We are currently evaluating the impact of the provisions of this guidance on our Consolidated Financial Statements and related disclosures.

In April 2015, the FASB issued authoritative guidance that requires debt issuance costs related to a recognized debt liability to be presented in the balance sheet as a direct deduction from the debt liability rather than as an asset. In August 2015, the FASB further issued guidance clarifying the SEC staff’s position on presentation and subsequent measurement of debt issuance costs incurred in connection with line of credit arrangements. This guidance is effective for annual reporting periods beginning after December 15, 2015, including interim periods within that reporting period, with earlier adoption permitted. This guidance must be adopted retrospectively to each prior reporting period presented and disclosures will be required for a change in accounting principles. We are currently evaluating the impact of the provisions of this guidance on our Consolidated Balance Sheets.

In April 2015, the FASB issued authoritative guidance that requires a master limited partnership to allocate net income (losses) of a transferred business entirely to the general partner when computing earnings per unit for periods before the dropdown transaction occurred. This guidance also requires a master limited partnership to disclose the effects of the dropdown transaction on net income (losses) per unit for the periods before and after the dropdown transaction occurred. This guidance is effective for annual reporting periods beginning after December 15, 2015, including interim periods within that reporting period, with earlier adoption permitted. This guidance must be adopted retrospectively to each prior reporting period presented. The adoption of this guidance is not expected to have an impact on our Consolidated Financial Statements or related disclosures.

In July 2015, the FASB issued revised guidance related to the measurement of inventory. Inventory would be measured at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. This guidance is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period, with earlier adoption permitted. This guidance should be adopted prospectively. We are currently evaluating the impact of the provisions of this guidance on our Consolidated Financial Statements and related disclosures.

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

**Information Regarding Forward-Looking Statements**

This quarterly report contains certain statements that are, or may be deemed to be, "forward-looking statements." All statements, other than statements of historical facts, 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 distributions to our unitholders;
- statements regarding our expected receipt of cash distributions from SPLNG, SPL or CTPL;
- statements that we expect to commence or complete construction of our proposed LNG terminals, liquefaction facilities, pipeline facilities or other projects, or any expansions 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 ability to enter into such transactions;
- 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, 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 and capital expenditures, 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; and
- any other statements that relate to non-historical or future information.

All of these types of statements, other than statements of historical fact, are forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "should," "expect," "plan," "project," "intend," "anticipate," "believe," "estimate," "predict," "potential," "pursue," "target," "continue," the negative of such terms or other comparable terminology. The forward-looking statements contained in this quarterly report 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 quarterly report 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 due to factors described in this quarterly report and in the other reports and other information that we file with the SEC. These forward-looking statements speak only as of the date made, and other than as required by law, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Our actual results could differ materially from those anticipated in these forward-looking statements as a result of a variety of factors, including those discussed under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2014. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by these risk factors. Other than as required under the securities laws, we assume no obligation to update or revise these forward-looking statements or provide reasons why actual results may differ.

## Introduction

The following discussion and analysis presents management’s view of our business, financial condition and overall performance and should be read in conjunction with our Consolidated Financial Statements and the accompanying notes. This information is intended to provide investors with an understanding of our past performance, current financial condition and outlook for the future. Our discussion and analysis include the following subjects:

- Overview of Business
- Overview of Significant Events
- Liquidity and Capital Resources
- Results of Operations
- Off-Balance Sheet Arrangements
- Summary of Critical Accounting Estimates
- Recent Accounting Standards

## Overview of Business

We are a publicly traded Delaware limited partnership formed by Cheniere (NYSE MKT: LNG). Through our wholly owned subsidiary, SPLNG, we own and operate the regasification facilities at the Sabine Pass LNG terminal located on the Sabine Pass deepwater shipping channel less than four miles from the Gulf Coast. The Sabine Pass LNG terminal includes existing infrastructure of five LNG storage tanks with capacity of approximately 16.9 Bcfe, two docks that can accommodate vessels with nominal capacity of up to 266,000 cubic meters and vaporizers with regasification capacity of approximately 4.0 Bcf/d. We are developing and constructing natural gas liquefaction facilities (the “Liquefaction Project”) at the Sabine Pass LNG terminal adjacent to the existing regasification facilities through our wholly owned subsidiary, SPL. We plan to construct up to six Trains, which are in various stages of development. Each Train is expected to have a nominal production capacity of approximately 4.5 mtpa of LNG. We also own a 94-mile pipeline that interconnects the Sabine Pass LNG terminal with a number of large interstate pipelines (the “Creole Trail Pipeline”) through our wholly owned subsidiary, CTPL.

## Overview of Significant Events

Our significant accomplishments since January 1, 2015 and through the filing date of this Form 10-Q include the following:

- SPL issued an aggregate principal amount of \$2.0 billion of 5.625% Senior Secured Notes due 2025 (the “2025 SPL Senior Notes”). Net proceeds from the offering will be used to pay a portion of the capital costs associated with the construction of the first four Trains of the Liquefaction Project.
- We received authorization from the FERC to site, construct and operate Trains 5 and 6 of the Liquefaction Project.
- SPL received authorization from the DOE to export up to a combined total of the equivalent of 503.3 Bcf/yr of domestically produced LNG by vessel from Trains 5 and 6 of the Liquefaction Project to non-FTA countries for a 20-year term.
- SPL entered into a lump sum turnkey contract for the engineering, procurement and construction of Train 5 of the Liquefaction Project (the “EPC Contract (Train 5)”).
- SPL entered into four credit facilities (collectively, the “2015 SPL Credit Facilities”) totaling \$4.6 billion, which replaced its existing credit facilities. The 2015 SPL Credit Facilities will be used to fund a portion of the costs of developing, constructing and placing into operation Trains 1 through 5 of the Liquefaction Project.
- SPL issued a notice to proceed to Bechtel Oil, Gas and Chemicals, Inc. (“Bechtel”) under the EPC Contract (Train 5).

- SPL entered into a \$1.2 billion Amended and Restated Senior Working Capital Revolving Credit and Letter of Credit Reimbursement Agreement (the “SPL Working Capital Facility”), which replaced the existing Senior Letter of Credit and Reimbursement Agreement that was entered into in April 2014 (the “SPL LC Agreement”). The SPL Working Capital Facility will be used primarily for certain working capital requirements related to developing and placing into operation the Liquefaction Project.

## **Liquidity and Capital Resources**

### ***Cash and Cash Equivalents***

As of September 30, 2015, we had \$170.4 million of cash and cash equivalents and \$467.6 million of current and non-current restricted cash (which included current and non-current restricted cash available to us, SPL and SPLNG) designated for the following purposes: \$327.2 million for the Liquefaction Project; \$11.3 million for CTPL; and \$129.1 million for interest payments related to the SPLNG Senior Notes described below.

### ***Sabine Pass LNG Terminal***

#### *Regasification Facilities*

The Sabine Pass LNG terminal has operational regasification capacity of approximately 4.0 Bcf/d and aggregate LNG storage capacity of approximately 16.9 Bcf. Approximately 2.0 Bcf/d of the regasification capacity at the Sabine Pass LNG terminal has been reserved under two long-term third-party TUAs, under which SPLNG’s customers are required to pay fixed monthly fees, whether or not they use the LNG terminal. Each of Total Gas & Power North America, Inc. (“Total”) and Chevron U.S.A. Inc. (“Chevron”) has reserved approximately 1.0 Bcf/d of regasification capacity and is obligated to make monthly capacity payments to SPLNG aggregating approximately \$125 million annually for 20 years that commenced in 2009. Total S.A. has guaranteed Total’s obligations under its TUA up to \$2.5 billion, subject to certain exceptions, and Chevron Corporation has guaranteed Chevron’s obligations under its TUA up to 80% of the fees payable by Chevron.

The remaining approximately 2.0 Bcf/d of capacity has been reserved under a TUA by SPL. SPL is obligated to make monthly capacity payments to SPLNG aggregating approximately \$250 million annually, continuing until at least 20 years after SPL delivers its first commercial cargo at the Liquefaction Project.

Under each of these TUAs, SPLNG is entitled to retain 2% of the LNG delivered to the Sabine Pass LNG terminal.

#### *Liquefaction Facilities*

The Liquefaction Project is being developed and constructed at the Sabine Pass LNG terminal adjacent to the existing regasification facilities. We commenced construction of Trains 1 and 2 and the related new facilities needed to treat, liquefy, store and export natural gas in August 2012. Construction of Trains 3 and 4 and the related facilities commenced in May 2013. In April 2015, we received authorization from the FERC to site, construct and operate Trains 5 and 6. In June 2015, we commenced construction of Train 5 and the related facilities.

The DOE has authorized the export of up to a combined total of the equivalent of 16 mtpa (approximately 803 Bcf/yr) of domestically produced LNG by vessel from the Sabine Pass LNG terminal to FTA countries for a 30-year term and to non-FTA countries for a 20-year term. The DOE further issued an order authorizing SPL to export up to the equivalent of approximately 203 Bcf/yr of domestically produced LNG from the Sabine Pass LNG terminal to FTA countries for a 25-year period. SPL’s application for authorization to export that same 203 Bcf/yr of domestically produced LNG from the Sabine Pass LNG terminal to non-FTA countries is currently pending at the DOE. Additionally, the DOE issued orders authorizing SPL to export up to a combined total of 503.3 Bcf/yr of domestically produced LNG from the Sabine Pass LNG terminal to FTA countries and non-FTA countries for a 20-year term. The Sierra Club has requested a rehearing of the non-FTA order pertaining to the 503.3 Bcf/yr, and the DOE has not yet ruled on this request. In each case, the terms of these authorizations begin on the earlier of the date of first export thereunder or the date specified in the particular order, which ranges from 5 to 10 years from the date the order was issued.

As of September 30, 2015, the overall project completion percentage for Trains 1 and 2 of the Liquefaction Project was approximately 95.2%, which is ahead of the contractual schedule. As of September 30, 2015, the overall project completion percentage for Trains 3 and 4 of the Liquefaction Project was approximately 73.6%, which is also ahead of the contractual schedule.

Based on our current construction schedule, we anticipate that Train 1 will produce LNG as early as late 2015, and Trains 2 through 5 are expected to commence operations on a staggered basis thereafter.

#### *Customers*

SPL has entered into six fixed price, 20-year SPAs with third parties that in the aggregate equate to approximately 19.75 mtpa of LNG that commence with the date of first commercial delivery for Trains 1 through 5, which are fully permitted. Under these SPAs, the customers will purchase LNG from SPL for a price consisting of a fixed fee plus 115% of Henry Hub per MMBtu of LNG. In certain circumstances, the customers may elect to cancel or suspend deliveries of LNG cargoes, in which case the customers would still be required to pay the fixed fee with respect to cargoes that are not delivered. A portion of the fixed fee will be subject to annual adjustment for inflation. The SPAs and contracted volumes to be made available under the SPAs are not tied to a specific Train; however, the term of each SPA commences upon the start of operations of the specified Train.

In aggregate, the fixed fee portion to be paid by these customers is approximately \$2.9 billion annually for Trains 1 through 5, with the applicable fixed fees starting from the commencement of commercial operations of the applicable Train. These fixed fees equal approximately \$411 million, \$564 million, \$650 million, \$648 million and \$588 million for each of Trains 1 through 5, respectively.

In addition, Cheniere Marketing has entered into an amended and restated SPA with SPL to purchase, at Cheniere Marketing's option, any LNG produced by SPL in excess of that required for other customers at a price of 115% of Henry Hub plus \$3.00 per MMBtu of LNG.

#### *Natural Gas Transportation and Supply*

For SPL's natural gas feedstock transportation requirements, it has entered into transportation precedent agreements to secure firm pipeline transportation capacity with CTPL and third-party pipeline companies. SPL has also entered into enabling agreements and long-term natural gas purchase agreements with third parties in order to secure natural gas feedstock for the Liquefaction Project. As of September 30, 2015, SPL has secured up to approximately 2,156.6 million MMBtu of natural gas feedstock through long-term natural gas purchase agreements.

#### *Construction*

SPL entered into lump sum turnkey contracts with Bechtel for the engineering, procurement and construction of Trains 1 through 5, under which Bechtel charges a lump sum for all work performed and generally bears project cost risk unless certain specified events occur, in which case Bechtel may cause SPL to enter into a change order, or SPL agrees with Bechtel to a change order.

The total contract prices of the EPC contract for Trains 1 and 2, EPC contract for Trains 3 and 4 and EPC Contract (Train 5) are approximately \$4.1 billion, \$3.8 billion and \$2.9 billion, respectively, reflecting amounts incurred under change orders through September 30, 2015. Total expected capital costs for Trains 1 through 5 are estimated to be between \$12.5 billion and \$13.5 billion before financing costs and between \$17.0 billion and \$18.0 billion after financing costs, including, in each case, estimated owner's costs and contingencies.

#### *Pipeline Facilities*

During the third quarter of 2015, CTPL completed construction of certain modifications to allow the Creole Trail Pipeline to be able to transport natural gas to the Sabine Pass LNG terminal.

#### *Final Investment Decision on Train 6*

We will contemplate making a final investment decision to commence construction of Train 6 of the Liquefaction Project based upon, among other things, entering into an EPC contract, entering into acceptable commercial arrangements and obtaining adequate financing to construct the Train.

#### *Capital Resources*

We currently expect that SPL's capital resources requirements with respect to Trains 1 through 5 of the Liquefaction Project will be financed through one or more of the following: borrowings, equity contributions from us and cash flows under the SPAs.

We believe that with the net proceeds of borrowings, unfunded commitments under the 2015 SPL Credit Facilities, available commitments under the SPL Working Capital Facility and cash flows from operations, we will have adequate financial resources available to complete Trains 1 through 5 of the Liquefaction Project and to meet our currently anticipated capital, operating and debt service requirements. We currently project that we will generate cash flow from the Liquefaction Project by early 2016.

#### Senior Secured Notes

As of September 30, 2015, our subsidiaries had seven series of senior secured notes outstanding (collectively, the "Senior Notes"):

- \$1.7 billion of 7.50% Senior Secured Notes due 2016 issued by SPLNG (the "2016 SPLNG Senior Notes");
- \$0.4 billion of 6.50% Senior Secured Notes due 2020 issued by SPLNG (the "2020 SPLNG Senior Notes" and collectively with the 2016 SPLNG Senior Notes, the "SPLNG Senior Notes");
- \$2.0 billion of 5.625% Senior Secured Notes due 2021 issued by SPL (the "2021 SPL Senior Notes");
- \$1.0 billion of 6.25% Senior Secured Notes due 2022 issued by SPL (the "2022 SPL Senior Notes");
- \$1.5 billion of 5.625% Senior Secured Notes due 2023 issued by SPL (the "2023 SPL Senior Notes");
- \$2.0 billion of 5.75% Senior Secured Notes due 2024 issued by SPL (the "2024 SPL Senior Notes" and collectively with the 2021 SPL Senior Notes, the 2022 SPL Senior Notes, the 2023 SPL Senior Notes and the 2025 SPL Senior Notes, the "SPL Senior Notes"); and
- \$2.0 billion of the 2025 SPL Senior Notes.

Interest on the Senior Notes is payable semi-annually in arrears. Subject to permitted liens, the SPLNG Senior Notes are secured on a *pari passu* first-priority basis by a security interest in all of SPLNG's equity interests and substantially all of SPLNG's operating assets. The SPL Senior Notes are secured on a first-priority basis by a security interest in all of the membership interests in SPL and substantially all of SPL's assets.

SPLNG may redeem all or part of its 2016 SPLNG Senior Notes at any time at a redemption price equal to 100% of the principal plus any accrued and unpaid interest plus the greater of:

- 1.0% of the principal amount of the 2016 SPLNG Senior Notes;  
or
- the excess of: (1) the present value at such redemption date of (a) the redemption price of the 2016 SPLNG Senior Notes plus (b) all required interest payments due on the 2016 SPLNG Senior Notes (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the treasury rate as of such redemption date plus 50 basis points; over (2) the principal amount of the 2016 SPLNG Senior Notes, if greater.

SPLNG may redeem all or part of the 2020 SPLNG Senior Notes at any time on or after November 1, 2016 at fixed redemption prices specified in the indenture governing the 2020 SPLNG Senior Notes, plus accrued and unpaid interest, if any, to the date of redemption. SPLNG may also, at its option, redeem all or part of the 2020 SPLNG Senior Notes at any time prior to November 1, 2016, at a "make-whole" price set forth in the indenture governing the 2020 SPLNG Senior Notes, plus accrued and unpaid interest, if any, to the date of redemption. At any time before November 1, 2015, SPLNG may redeem up to 35% of the aggregate principal amount of the 2020 SPLNG Senior Notes at a redemption price of 106.5% of the principal amount of the 2020 SPLNG Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to the redemption date, in an amount not to exceed the net proceeds of one or more completed equity offerings as long as SPLNG redeems the 2020 SPLNG Senior Notes within 180 days of the closing date for such equity offering and at least 65% of the aggregate principal amount of the 2020 SPLNG Senior Notes originally issued remains outstanding after the redemption.

At any time prior to three months before the respective dates of maturity for each series of the SPL Senior Notes, 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 common indenture governing the SPL Senior Notes, 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, 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.

Under the indentures governing the SPLNG Senior Notes (the "SPLNG Indentures"), except for permitted tax distributions, SPLNG may not make distributions until, among other requirements, deposits are made into debt service reserve accounts and a fixed charge coverage ratio test of 2:1 is satisfied. Under the common indenture governing the SPL Senior Notes, SPL may not

make any distributions until, among other requirements, substantial completion of Trains 1 and 2 has occurred, deposits are made into debt service reserve accounts and a debt service coverage ratio test of 1.25:1.00 is satisfied. During the nine months ended September 30, 2015 and 2014, SPLNG made distributions of \$267.9 million and \$237.7 million, respectively, after satisfying all the applicable conditions in the SPLNG Indentures.

The SPL Senior Notes are governed by a common indenture with 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, the 2015 SPL Credit Facilities and the SPL Working Capital Facility.

#### *2015 SPL Credit Facilities*

In June 2015, SPL entered into the 2015 SPL Credit Facilities with commitments aggregating \$4.6 billion. The 2015 SPL Credit Facilities are being used to fund a portion of the costs of developing, constructing and placing into operation Trains 1 through 5 of the Liquefaction Project. Borrowings under the 2015 SPL Credit Facilities may be refinanced, in whole or in part, at any time without premium or penalty; however, interest rate hedging and interest rate breakage costs may be incurred. As of September 30, 2015, SPL had \$4.3 billion of available commitments and \$250.0 million of outstanding borrowings under the 2015 SPL Credit Facilities.

Loans under the 2015 SPL Credit Facilities accrue interest at a variable rate per annum equal to, at SPL's election, LIBOR or the base rate plus the applicable margin. The applicable margin for LIBOR loans ranges from 1.30% to 1.75%, depending on the applicable 2015 SPL Credit Facility, and the applicable margin for base rate loans is 1.75%. Interest on LIBOR loans is due and payable at the end of each LIBOR period and interest on base rate loans is due and payable at the end of each quarter. In addition, SPL is required to pay insurance/guarantee premiums of 0.45% per annum on any drawn amounts under the covered tranches of the 2015 SPL Credit Facilities. The 2015 SPL Credit Facilities also require SPL to pay a quarterly commitment fee calculated at a rate per annum equal to either: (1) 40% of the applicable margin, multiplied by the average daily amount of the undrawn commitment, or (2) 0.70% of the undrawn commitment, depending on the applicable 2015 SPL Credit Facility. The principal of the loans made under the 2015 SPL Credit Facilities must be repaid in quarterly installments, commencing with the earlier of June 30, 2020 and the last day of the first full calendar quarter after the completion date of Trains 1 through 5 of the Liquefaction Project. Scheduled repayments are based upon an 18-year amortization profile, with the remaining balance due upon the maturity of the 2015 SPL Credit Facilities.

The obligations of SPL under the 2015 SPL Credit Facilities are secured by substantially all of the assets of SPL as well as all of the membership interests in SPL on a *pari passu* basis with the SPL Senior Notes and SPL Working Capital Facility.

Under the terms of the 2015 SPL Credit Facilities, SPL is required to hedge not less than 65% of the variable interest rate exposure of its projected outstanding borrowings, calculated on a weighted average basis in comparison to its anticipated draw of principal.

#### *2013 SPL Credit Facilities*

In May 2013, SPL entered into four credit facilities aggregating \$5.9 billion (collectively, the "2013 SPL Credit Facilities") to fund a portion of the costs of developing, constructing and placing into operation Trains 1 through 4 of the Liquefaction Project. In June 2015, the 2013 SPL Credit Facilities were replaced with the 2015 SPL Credit Facilities.

In March 2015, in conjunction with SPL's issuance of the 2025 SPL Senior Notes, SPL terminated approximately \$1.8 billion of commitments under the 2013 SPL Credit Facilities. This termination and the replacement of the 2013 SPL Credit Facilities with the 2015 SPL Credit Facilities in June 2015 resulted in a write-off of debt issuance costs and deferred commitment fees associated with the 2013 SPL Credit Facilities of \$96.3 million for the nine months ended September 30, 2015.

### CTPL Term Loan

CTPL has a \$400.0 million term loan facility (the "CTPL Term Loan"), which was used to fund modifications to the Creole Trail Pipeline and for general business purposes. The CTPL Term Loan matures in 2017 when the full amount of the outstanding principal obligations must be repaid. CTPL's loan may be repaid, in whole or in part, at any time without premium or penalty. As of September 30, 2015, CTPL had borrowed the full amount of \$400.0 million available under the CTPL Term Loan. Borrowings under the CTPL Term Loan accrue interest at a variable rate per annum equal to, at CTPL's election, LIBOR or the base rate, plus the applicable margin. The applicable margin for LIBOR loans is 3.25%. Interest on LIBOR loans is due and payable at the end of each LIBOR period.

### SPL Working Capital Facility

In September 2015, SPL entered into a \$1.2 billion SPL Working Capital Facility, which replaced the \$325.0 million SPL LC Agreement. The SPL Working Capital Facility is intended to be used for loans to SPL ("Working Capital Loans"), the issuance of letters of credit on behalf of SPL ("Letters of Credit"), as well as for swing line loans to SPL ("Swing Line Loans"), primarily for certain working capital requirements related to developing and placing into operation the Liquefaction Project. SPL may, from time to time, request increases in the commitments under the SPL Working Capital Facility of up to \$760 million and, upon the completion of the debt financing of Train 6 of the Liquefaction Project, request an incremental increase in commitments of up to an additional \$390 million. As of September 30, 2015, SPL had \$1.1 billion of available commitments, \$127.6 million aggregate amount of issued Letters of Credit and no Working Capital Loans, Swing Line Loans or loans deemed made in connection with a draw upon a Letter of Credit ("LC Loans" and collectively with Working Capital Loans and Swing Line Loans, the "SPL Working Capital Facility Loans") outstanding under the SPL Working Capital Facility. As of December 31, 2014, SPL had issued letters of credit in an aggregate amount of \$9.5 million, and no draws had been made upon any letters of credit issued under the SPL LC Agreement.

SPL Working Capital Facility Loans 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 effective rate, as published by the Federal Reserve Bank of New York, plus 0.50% and one month LIBOR plus 0.50%), plus the applicable margin. The applicable margin for LIBOR SPL Working Capital Facility Loans is 1.75% per annum, and the applicable margin for base rate SPL Working Capital Facility Loans is 0.75% per annum. Interest on Swing Line Loans and LC Loans is due and payable on the date the loan becomes due. Interest on LIBOR Working Capital Loans is due and payable at the end of each applicable LIBOR period, and interest on base rate Working Capital Loans is due and payable at the end of each fiscal quarter. However, if such base rate Working Capital Loan is converted into a LIBOR Working Capital Loan, interest is due and payable on that date. Additionally, if the loans become due prior to such periods, the interest also becomes due on that date.

SPL incurred \$27.5 million of debt issuance costs in connection with the SPL Working Capital Facility. SPL pays (1) a commitment fee on the average daily amount of the excess of the total commitment amount over the principal amount outstanding without giving effect to any outstanding Swing Line Loans in an amount equal to an annual rate of 0.70% and (2) a Letter of Credit fee equal to an annual rate of 1.75% of the undrawn portion of all Letters of Credit issued under the SPL Working Capital Facility. If draws are made upon a Letter of Credit issued under the SPL Working Capital Facility and SPL does not elect for such draw (an "LC Draw") to be deemed an LC Loan, SPL is required to pay the full amount of the LC Draw on or prior to the business day following the notice of the LC Draw. An LC Draw accrues interest at an annual rate of 2.0% plus the base rate. As of September 30, 2015, no LC Draws had been made upon any Letters of Credit issued under the SPL Working Capital Facility.

The SPL Working Capital Facility matures on December 31, 2020, and the outstanding balance may be repaid, in whole or in part, at any time without premium or penalty upon three business days' notice. LC Loans have a term of up to one year. Swing Line Loans terminate upon the earliest of (1) the maturity date or earlier termination of the SPL Working Capital Facility, (2) the date 15 days after such Swing Line Loan is made and (3) the first borrowing date for a Working Capital Loan or Swing Line Loan occurring at least three business days following the date the Swing Line Loan is made. SPL is required to reduce the aggregate outstanding principal amount of all Working Capital Loans to zero for a period of five consecutive business days at least once each year.

The SPL Working Capital Facility contains conditions precedent for extensions of credit, as well as customary affirmative and negative covenants. The obligations of SPL under the SPL Working Capital Facility are secured by substantially all of the assets of SPL as well as all of the membership interests in SPL on *pari passu* basis with the SPL Senior Notes and 2015 SPL Credit Facilities.



## Sources and Uses of Cash

The following table (in thousands) summarizes the sources and uses of our cash and cash equivalents for the nine months ended September 30, 2015 and 2014. The table presents capital expenditures on a cash basis; therefore, these amounts differ from the amounts of capital expenditures, including accruals, which are referred to elsewhere in this report. Additional discussion of these items follows the table.

	Nine Months Ended September 30,	
	2015	2014
<b>Sources of cash and cash equivalents</b>		
Proceeds from issuances of long-term debt	\$ 2,250,000	\$ 2,584,500
Use of restricted cash for the acquisition of property, plant and equipment	2,178,481	1,978,891
<b>Total sources of cash and cash equivalents</b>	<b>4,428,481</b>	<b>4,563,391</b>
<b>Uses of cash and cash equivalents</b>		
Investment in restricted cash	(2,072,999)	(2,312,160)
Property, plant and equipment, net	(2,130,959)	(1,968,249)
Debt issuance and deferred financing costs	(177,001)	(94,270)
Repayments of long-term debt	—	(177,000)
Distributions to owners	(74,261)	(74,236)
Operating cash flow	(947)	(22,622)
Other	(50,711)	(13,238)
<b>Total uses of cash and cash equivalents</b>	<b>(4,506,878)</b>	<b>(4,661,775)</b>
<b>Net decrease in cash and cash equivalents</b>	<b>(78,397)</b>	<b>(98,384)</b>
Cash and cash equivalents—beginning of period	248,830	351,032
<b>Cash and cash equivalents—end of period</b>	<b>\$ 170,433</b>	<b>\$ 252,648</b>

### *Proceeds from Issuances of Long-Term Debt, Debt Issuance and Deferred Financing Costs and Repayments of Long-Term Debt*

In March 2015, SPL issued an aggregate principal amount of \$2.0 billion of the 2025 SPL Senior Notes. In June 2015, SPL entered into the 2015 SPL Credit Facilities aggregating \$4.6 billion, which terminated and replaced the 2013 SPL Credit Facilities, and borrowed \$250.0 million under this facility for the nine months ended September 30, 2015. Debt issuance and deferred financing costs in the nine months ended September 30, 2015 primarily relate to up-front fees paid upon the closing of these transactions. In May 2014, SPL issued the 2024 SPL Senior Notes and additional 5.625% Senior Secured Notes due 2023 in an aggregate principal amount of \$0.5 billion (the “Additional 2023 SPL Senior Notes”) for total net proceeds of approximately \$2.5 billion. Debt issuance and deferred financing costs in the nine months ended September 30, 2014 primarily relate to up-front fees paid upon the closing of this offering in May 2014.

During the nine months ended September 30, 2014, SPL repaid its \$177.0 million of borrowings under the 2013 SPL Credit Facilities upon the issuance of the Additional 2023 SPL Senior Notes and the 2024 SPL Senior Notes.

### *Use of Restricted Cash for the Acquisition of Property, Plant and Equipment and Property, Plant and Equipment, net*

During the nine months ended September 30, 2015 and 2014, we used \$2,178.5 million and \$1,978.9 million, respectively, of restricted cash for investing activities to fund \$2,131.0 million and \$1,968.2 million, respectively, of construction costs for Trains 1 through 5 of the Liquefaction Project. The costs associated with the construction of Trains 1 through 5 of the Liquefaction Project are capitalized as construction-in-process.

### *Investment in Restricted Cash*

In the nine months ended September 30, 2015, we invested \$2,073.0 million in restricted cash primarily related to the net proceeds from the 2025 SPL Senior Notes and the borrowings under the 2015 SPL Credit Facilities, net of deferred financing costs. In the nine months ended September 30, 2014, we invested \$2,312 million in restricted cash primarily related to the net proceeds from the 2024 SPL Senior Notes and the Additional 2023 SPL Senior Notes issued in May 2014.

### Operating Cash Flow

Cash used in operations was \$0.9 million and \$22.6 million in the nine months ended September 30, 2015 and 2014, respectively. The decrease in operating cash outflows primarily related to the timing of amounts paid to third parties for the construction of the Liquefaction Project.

### Other

Other cash outflows increased from \$13.2 million during the nine months ended September 30, 2014 to \$50.7 million during the nine months ended September 30, 2015, primarily for payments made to a municipal water district for water system enhancements that will increase potable water supply to our Sabine Pass LNG terminal.

### Cash Distributions to Unitholders

Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash (as defined in our partnership agreement). Our available cash is our cash on hand at the end of a quarter less the amount of any reserves established by our general partner. All distributions paid to date have been made from accumulated operating surplus. The following provides a summary of distributions paid by us during the nine months ended September 30, 2015 and 2014

Date Paid	Period Covered by Distribution	Distribution Per Common Unit	Distribution Per Subordinated Unit	Total Distribution (in thousands)			
				Common Units	Class B Units	Subordinated Units	General Partner Units
August 14, 2015	April 1 - June 30, 2015	\$ 0.425	\$ —	\$ 24,259	\$ —	\$ —	\$ 495
May 15, 2015	January 1 - March 31, 2015	0.425	—	24,259	—	—	495
February 13, 2015	October 1 - December 31, 2014	0.425	—	24,259	—	—	495
August 14, 2014	April 1 - June 30, 2014	\$ 0.425	\$ —	\$ 24,259	\$ —	\$ —	\$ 495
May 15, 2014	January 1 - March 31, 2014	0.425	—	24,259	—	—	495
February 14, 2014	October 1 - December 31, 2013	0.425	—	24,259	—	—	495

The subordinated units will receive distributions only to the extent we have available cash above the initial quarterly distributions requirement for our common unitholders and general partner along with certain reserves. Such available cash could be generated through new business development or fees received from Cheniere Marketing under an amended and restated variable capacity rights agreement pursuant to which Cheniere Marketing is obligated to pay Cheniere Investments 80% of the expected gross margin of each cargo of LNG that Cheniere Marketing arranges for delivery to the Sabine Pass LNG terminal. The ending of the subordination period and conversion of the subordinated units into common units will depend upon future business development.

In 2012 and 2013, we issued a new class of equity interests representing limited partner interests in us ("Class B units"), in connection with the development of the Liquefaction Project. The Class B units are not entitled to cash distributions, except in the event of our liquidation or a merger, consolidation or other combination of us with another person or the sale of all or substantially all of our assets. The Class B units are subject to conversion, mandatorily or at the option of the holders of the Class B units under specified circumstances, into a number of common units based on the then-applicable conversion value of the Class B units. On a quarterly basis beginning on the initial purchase of the Class B units, and ending on the conversion date of the Class B units, the conversion value of the Class B units increases at a compounded rate of 3.5% per quarter, subject to an additional upward adjustment for certain equity and debt financings. The holders of Class B units have a preference over the holders of the subordinated units in the event of our liquidation or a merger, consolidation or other combination of us with another person or the sale of all or substantially all of our assets.

On October 23, 2015, we declared a \$0.425 distribution per common unit and the related distribution to our general partner to be paid on November 13, 2015 to owners of record as of November 2, 2015 for the period from July 1, 2015 to September 30, 2015.

## Results of Operations

### *Three Months Ended September 30, 2015 vs. Three Months Ended September 30, 2014*

Our consolidated net loss decreased \$19.1 million, from \$43.2 million of consolidated net loss in the three months ended September 30, 2014, to \$24.1 million of consolidated net loss in the three months ended September 30, 2015. The decrease in consolidated net loss was primarily a result of decreased operating and maintenance expense (income), partially offset by increased derivative loss, net.

Operating and maintenance expense decreased \$43.8 million in the three months ended September 30, 2015, as compared to the three months ended September 30, 2014, predominantly due to a \$32.2 million increase in fair value for our natural gas purchase agreements recorded for the period, which we recognized following the completion and placement into service of certain modifications to the Creole Trail Pipeline and the resulting development of a market for physical gas delivery at locations specified in a portion of our natural gas purchase agreements. Excluding this amount, operating and maintenance expense would have been \$9.4 million during the three months ended September 30, 2015. The decrease of \$11.6 million compared to \$21.0 million incurred during the three months ended September 30, 2014 was primarily a result of the expense incurred to purchase LNG to maintain the cryogenic readiness of the regasification facilities at the Sabine Pass LNG terminal, which we did not incur during the three months ended September 30, 2015.

Partially offsetting this decrease in operating and maintenance expense, derivative loss, net increased \$16.3 million from a net gain of \$5.4 million in the three months ended September 30, 2014 to a net loss of \$10.9 million in the three months ended September 30, 2015, primarily as a result of a decrease in long-term LIBOR during the three months ended September 30, 2015, as compared to an increase in long-term LIBOR during the three months ended September 30, 2014.

There was no significant change to interest expense, net of amounts capitalized in the three months ended September 30, 2015, as compared to the three months ended September 30, 2014, primarily as a result of our capitalization of interest costs incurred which were directly related to the construction of the Liquefaction Project. For the three months ended September 30, 2015 and 2014, we incurred \$185.2 million and \$154.8 million of total interest cost, respectively, of which we capitalized and deferred \$135.8 million and \$107.9 million, respectively.

### *Nine Months Ended September 30, 2015 vs. Nine Months Ended September 30, 2014*

Our consolidated net loss decreased \$76.3 million, from \$339.2 million of consolidated net loss in the nine months ended September 30, 2014, to \$262.9 million of consolidated net loss in the nine months ended September 30, 2015. The decrease in consolidated net loss was primarily a result of decreased derivative loss, net, decreased operating and maintenance expense and decreased loss on early extinguishment of debt, partially offset by increased interest expense, net of amounts capitalized.

Derivative loss, net decreased \$42.7 million in the nine months ended September 30, 2015, as compared to the nine months ended September 30, 2014. The higher derivative loss, net recognized during the nine months ended September 30, 2014 was attributable to a decrease in long-term LIBOR during that period, as compared to minimal effect of the movement in long-term LIBOR on derivative loss, net for the nine months ended September 30, 2015 as a result of a lower notional amount of interest rate derivatives. The \$46.5 million derivative loss recognized during the nine months ended September 30, 2015 was primarily attributable to the loss recognized in March 2015 upon the termination of interest rate swaps associated with approximately \$1.8 billion of commitments that were terminated under the 2013 SPL Credit Facilities.

Operating and maintenance expense decreased \$36.9 million in the nine months ended September 30, 2015, as compared to the nine months ended September 30, 2014, due to a \$32.2 million increase in fair value for our natural gas purchase agreements recorded for the period, which we recognized following the completion and placement into service of certain modifications to the Creole Trail Pipeline and the resulting development of a market for physical gas delivery at locations specified in a portion of our natural gas purchase agreements. Excluding this amount, operating and maintenance expense would have been \$50.0 million during the nine months ended September 30, 2015, which is comparable to \$54.8 million incurred during the nine months ended September 30, 2014.

Loss on early extinguishment of debt decreased \$18.1 million in the nine months ended September 30, 2015, as compared to the nine months ended September 30, 2014, due to the write-off of \$96.3 million in debt issuance costs and deferred commitment fees in connection with the termination of approximately \$1.8 billion of commitments under the 2013 SPL Credit Facilities in

March 2015 and the replacement of the 2013 SPL Credit Facilities with the 2015 SPL Credit Facilities in June 2015, as compared to the write-off of \$114.3 million in debt issuance costs in connection with the early extinguishment of \$2.1 billion of commitments under the 2013 SPL Credit Facilities in May 2014.

Partially offsetting the above decrease in expenses, interest expense, net of amounts capitalized increased \$11.4 million in the nine months ended September 30, 2015, as compared to the nine months ended September 30, 2014, primarily as a result of an increase in our indebtedness outstanding as of September 30, 2015 compared to September 30, 2014. For the nine months ended September 30, 2015 and 2014, we incurred \$520.1 million and \$423.8 million of total interest cost, respectively, of which we capitalized and deferred \$377.7 million and \$292.8 million, respectively.

#### **Off-Balance Sheet Arrangements**

As of September 30, 2015, we had no transactions that met the definition of off-balance sheet arrangements that may have a current or future material effect on our consolidated financial position or results of operations.

#### **Summary of Critical Accounting Estimates**

The preparation of our Consolidated Financial Statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and the accompanying notes. There have been no significant changes to our critical accounting estimates from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014.

#### **Recent Accounting Standards**

For descriptions of recently issued accounting standards, see [Part 1. Financial Information, Item 1. Notes to Consolidated Financial Statements, Note 11—Recent Accounting Standards](#).

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

#### **Cash Investments**

We have cash investments that we manage based on internal investment guidelines that emphasize liquidity and preservation of capital. Such cash investments are stated at historical cost, which approximates fair market value on our Consolidated Balance Sheets.

#### **Marketing and Trading Commodity Price Risk**

We have entered into commodity derivatives to hedge the exposure to price risk attributable to future sales of our LNG inventory (“Natural Gas Derivatives”). We use one-day value at risk (“VaR”) with a 95% confidence interval and other methodologies for market risk measurement and control purposes of our Natural Gas Derivatives. The VaR is calculated using the Monte Carlo simulation method. The VaR related to our Natural Gas Derivatives was \$0.2 million as of September 30, 2015.

We have entered into commodity derivatives consisting of natural gas purchase agreements to secure natural gas feedstock for the Liquefaction Project (“Liquefaction Supply Derivatives”). In order to test the sensitivity of the fair value of the Liquefaction Supply Derivatives to changes in underlying commodity prices, management modeled a 10% change in the basis price for natural gas for each delivery location. As of September 30, 2015, we estimated the fair value of the Liquefaction Supply Derivatives to be \$33.8 million. Based on actual derivative contractual volumes, a 10% increase or decrease in underlying basis price would have resulted in a change in the fair value of the Liquefaction Supply Derivatives of \$0.9 million as of September 30, 2015.

## **Interest Rate Risk**

We have entered into interest rate swaps to hedge the exposure to volatility in a portion of the floating-rate interest payments under the 2015 SPL Credit Facilities (“Interest Rate Derivatives”). In order to test the sensitivity of the fair value of the Interest Rate Derivatives to changes in interest rates, management modeled a 10% change in the forward 1-month LIBOR curve across the remaining term of the Interest Rate Derivatives. This 10% change in interest rates would have resulted in a change in the fair value of our Interest Rate Derivatives of \$2.6 million as of September 30, 2015.

## **ITEM 4. CONTROLS AND PROCEDURES**

We maintain a set of disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports filed by us under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. As of the end of the period covered by this report, we evaluated, under the supervision and with the participation of our general partner’s management, including our general partner’s Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 of the Exchange Act. Based on that evaluation, our general partner’s Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective.

During the most recent fiscal quarter, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II. OTHER INFORMATION**

**ITEM 1. LEGAL PROCEEDINGS**

We may in the future be involved as a party to various legal proceedings, which are incidental to the ordinary course of business. We regularly analyze current information and, as necessary, provide accruals for probable liabilities on the eventual disposition of these matters. In the opinion of management, as of September 30, 2015, there were no pending legal matters that could reasonably be expected to have a material impact on our consolidated results of operations, financial position or cash flows.

**ITEM 1A. RISK FACTORS**

There have been no material changes from the risk factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014.

**ITEM 5. OTHER INFORMATION**

**Compliance Disclosure**

Pursuant to Section 13(r) of the Exchange Act, if during the quarter ended September 30, 2015, we or any of our affiliates had engaged in certain transactions with Iran or with persons or entities designated under certain executive orders, we would be required to disclose information regarding such transactions in our Quarterly Report on Form 10-Q as required under Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 ("ITRA"). During the quarter ended September 30, 2015, we did not engage in any transactions with Iran or with persons or entities related to Iran.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 2 Liquefaction Facility, dated as of December 20, 2012, between Sabine Pass Liquefaction, LLC and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00019 East Meter Piping Tie-ins, dated August 26, 2015 (Incorporated by reference to Exhibit 10.1 to Sabine Pass Liquefaction, LLC's Quarterly Report on Form 10-Q (SEC File No. 333-192373), filed on October 30, 2015)
10.2	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between Sabine Pass Liquefaction, LLC and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00002 Credit to EPC Contract Value for TSA Work, dated September 17, 2015 (Incorporated by reference to Exhibit 10.2 to Sabine Pass Liquefaction, LLC's Quarterly Report on Form 10-Q (SEC File No. 333-192373), filed on October 30, 2015)
10.3	Amended and Restated Senior Working Capital Revolving Credit and Letter of Credit Reimbursement Agreement, dated as of September 4, 2015, among Sabine Pass Liquefaction, LLC, as Borrower, The Bank of Nova Scotia, as Senior Issuing Bank and Senior Facility Agent, ABN Amro Capital USA LLC, HSBC Bank USA, National Association and ING Capital LLC, as Senior Issuing Banks, Société Générale, as Swing Line Lender, Société Générale, as the Common Security Trustee, and the senior lenders party thereto from time to time and for the benefit of HSBC Bank USA, National Association, ING Capital LLC, Morgan Stanley Bank, N.A. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers, Joint Lead Bookrunners, and Co-Documentation Agents, ABN Amro Capital USA LLC, The Bank of Nova Scotia, The Bank of Tokyo-Mitsubishi UFJ, LTD. and Société Générale, as Joint Lead Arrangers, Joint Lead Bookrunners, and Co-Syndication Agents, Industrial and Commercial Bank of China Limited, New York Branch and Lloyds Bank PLC, as Mandated Lead Arrangers, and Landesbank Baden-Württemberg, New York Branch, as Manager (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 11, 2015)
10.4*	Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated August 28, 2015, between Sabine Pass Liquefaction, LLC (Seller) and Total Gas & Power North America, Inc. (Buyer)
10.5*	Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated September 11, 2015, between Sabine Pass Liquefaction, LLC (Seller) and Centrica plc (Buyer)
10.6*	Omnibus Amendment, dated as of September 24, 2015, to the Second Amended and Restated Common Terms Agreement among Sabine Pass Liquefaction, LLC, as Borrower, the representatives and agents from time to time parties thereto, and Société Générale, as the Common Security Trustee and Intercreditor Agent
31.1*	Certification by Chief Executive Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act
31.2*	Certification by Chief Financial Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act
32.1**	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

\* Filed herewith.

\*\* Furnished herewith.

**SIGNATURES**

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

CHENIERE ENERGY PARTNERS, L.P.

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

Date: October 29, 2015 By:   /s/ Michael J. Wortley    
Michael J. Wortley  
Senior Vice President and Chief Financial Officer  
(on behalf of the registrant and  
as principal financial officer)

Date: October 29, 2015 By:   /s/ Leonard Travis    
Leonard Travis  
Chief Accounting Officer  
(on behalf of the registrant and  
as principal accounting officer)



**AMENDMENT No. 1 of LNG SALE AND PURCHASE AGREEMENT (FOB)**

THIS AMENDMENT NO. 1 OF LNG SALE AND PURCHASE AGREEMENT (FOB) (this "*Amendment*"), dated August 28, 2015, is hereby entered into by and between SABINE PASS LIQUEFACTION, LLC, a Delaware limited liability company whose principal place of business is located at 700 Milam St., Suite 800, Houston, TX 77002 ("*Seller*" or "*CCLNG*"), and TOTAL GAS & POWER NORTH AMERICA, INC. ("*Buyer*"), a Delaware corporation whose principal place of business is located at 1201 Louisiana St., Suite 1600, Houston, TX 77002. Buyer and Seller are sometimes hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*".

WHEREAS, Buyer and Seller entered into that certain LNG Sale and Purchase Agreement (FOB) dated December 14, 2012 (the "*Agreement*").

WHEREAS, the Parties wish to ensure conformity of Section 26.1 (*Trade Law Compliance*) of the Agreement to the requirements of the applicable orders.

WHEREAS, this Amendment is hereby entered into by the Parties pursuant to Section 24.4 (*Amendments and Waiver*) of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the Parties, intending to be legally bound, hereby agree as follows:

**AGREEMENT**

1. **Definitions.** Capitalized terms used but not defined herein shall have the meaning provided in the Agreement.

2. **Amendment.**

Parties agree to delete Section 26.1 (*Trade Law Compliance*) in its entirety and replace it with the following:

"Buyer acknowledges and agrees that it will resell or transfer LNG purchased hereunder for delivery only to countries identified in Ordering Paragraph B of DOE/FE Order No. 3306, issued July 11, 2013 in FE Docket No. 13-30-LNG and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries. Buyer further commits to cause a report to be provided to both Cheniere Marketing, LLC and Seller that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered, and to include in any resale contract for such LNG the necessary conditions to insure that both Cheniere Marketing, LLC and Seller are made aware of all such actual destination countries. Alternatively, if Buyer resells or transfers LNG purchased hereunder to countries identified in Ordering Paragraph F of DOE/FE Order No. 3669, issued June 26, 2015 in combined FE Docket Nos. 13-30-LNG, 13-42-LNG and 13-121-LNG, Buyer acknowledges and agrees that it may resell or transfer LNG purchased hereunder for delivery only to the countries identified in Ordering Paragraph F of DOE/FE Order No. 3669, issued June 26, 2015, in combined FE Docket Nos. 13-30-LNG, 13-42-LNG and 13-121-LNG and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries. Buyer further commits to cause a report to be provided to both Cheniere Marketing, LLC and Seller that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered, and to include in any resale contract for such LNG the necessary conditions to ensure that both Cheniere Marketing, LLC and Seller are made aware of all such actual destination countries. Each Party agrees to comply with the Export Authorizations. If any Export Authorization requires conditions to be included in this Agreement then, within fifteen (15) days following the issuance of the Export Authorization imposing such condition, the Parties shall discuss the appropriate changes to be made to this Agreement to comply with

such Export Authorization and shall amend this Agreement accordingly. Buyer represents and warrants that the final delivery of LNG received pursuant to the terms of this Agreement are permitted and lawful under United States of America laws and policies, including the rules, regulations, orders, policies, and other determinations of the United States Department of Energy, the Office of Foreign Assets Control of the United States Department of the Treasury and the Federal Energy Regulatory Commission, and Buyer shall not take any action which would cause any Export Authorization to be withdrawn, revoked, suspended or not renewed. Buyer shall promptly provide to Seller all information required by Seller and Cheniere Marketing, LLC, to comply with the Export Authorizations and shall provide the delivery destination reports (as described in this Section 26.1) for all LNG sold hereunder, to Seller and Cheniere Marketing, LLC, not later than the fifteenth (15th) Day of the Month following the Month in which any relevant LNG is delivered to the country of destination. In addition to the information required pursuant to this Section 26.1, such delivery destination reports shall contain any other information required by the applicable Export Authorization.”

### 3. Miscellaneous

- a. Force and Effect. All provisions of the Agreement not specifically amended hereby shall remain in full force and effect.
- b. Further Assurances. Each Party hereby agrees to take all such action as may be necessary to effectuate fully the purposes of this Amendment, including causing this Amendment or any document contemplated herein to be duly registered, notarized, attested, consularized and stamped in any applicable jurisdiction.
- c. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York (United States of America) without regard to principles of conflict of laws that would specify the use of other laws.
- d. Confidentiality; Dispute Resolution; Immunity. The provisions of Section 19 (*Confidentiality*), Section 21.1 (*Dispute Resolution*), and Section 21.4 (*Immunity*) of the Agreement shall apply in this Amendment as if incorporated herein *mutatis mutandis* on the basis that references therein to the Agreement are to this Amendment.
- e. Entire Agreement. The Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties, and includes all promises and representations, express or implied, and supersedes all other prior agreements and representations, written or oral, between the Parties relating to the subject matter thereof.
- f. Amendments and Waiver. This Amendment may not be supplemented, amended, modified or changed except by an instrument in writing signed by all Parties. A Party shall not be deemed to have waived any right or remedy under this Amendment by reason of such Party’s failure to enforce such right or remedy.
- g. Successors. The terms and provisions of this Amendment shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.
- h. Severability. If a court of competent jurisdiction or arbitral tribunal determines that any clause or provision of this Amendment is void, illegal, or unenforceable, the other clauses and provisions of the Amendment shall remain in full force and effect and the clauses and provisions which are determined to be void, illegal, or unenforceable shall be limited so that they shall remain in effect to the maximum extent permissible by law.
- i. No Third Party Beneficiaries. Except as expressly contemplated by the Agreement, nothing in this Amendment shall entitle any party other than the Parties to this Amendment to any claim, cause of action, remedy or right of any kind.

- j. Counterparts. This Amendment may be executed by signing the original or a counterpart thereof (including by facsimile or email transmission). If this Amendment is executed in counterparts, all counterparts taken together shall have the same effect as if the undersigned parties hereto had signed the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Amendment to be executed as of the date first above written.

**SELLER:**

Sabine Pass Liquefaction, LLC

/s/ Grant E. McCracken

\_\_\_\_\_  
Name: Grant E. McCracken

Title: Vice President, Commercial Operations

**BUYER:**

Total Gas & Power North America, Inc.

/s/ T E Earl

\_\_\_\_\_  
Name: T E Earl

Title: VP Trading

Signature Page to Amendment No. 1 of LNG Sale and Purchase Agreement

**AMENDMENT No. 1 of LNG SALE AND PURCHASE AGREEMENT (FOB)**

THIS AMENDMENT NO. 1 OF LNG SALE AND PURCHASE AGREEMENT (FOB) (this "*Amendment*"), dated 11 September, 2015, is hereby entered into by and between SABINE PASS LIQUEFACTION, LLC, a Delaware limited liability company whose principal place of business is located at 700 Milam St., Suite 800, Houston, TX 77002 ("*Seller*" or "*CCLNG*"), and CENTRICA PLC ("*Buyer*"), a company registered in England & Wales whose principal place of business is located at Millstream, Maidenhead Road, Windsor, SL4 5GD, United Kingdom. Buyer and Seller are sometimes hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*".

WHEREAS, Buyer and Seller entered into that certain LNG Sale and Purchase Agreement (FOB) dated March 22, 2013 (the "*Agreement*").

WHEREAS, the Parties wish to ensure conformity of Section 26.1 (*Trade Law Compliance*) of the Agreement to the requirements of the applicable orders.

WHEREAS, this Amendment is hereby entered into by the Parties pursuant to Section 24.4 (*Amendments and Waiver*) of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the Parties, intending to be legally bound, hereby agree as follows:

**AGREEMENT**

1. **Definitions.** Capitalized terms used but not defined herein shall have the meaning provided in the Agreement.

2. **Amendment.**

Parties agree to delete Section 26.1 (*Trade Law Compliance*) in its entirety and replace it with the following:

"Buyer acknowledges and agrees that it will resell or transfer LNG purchased hereunder for delivery only to countries identified in Ordering Paragraph B of DOE/FE Order No. 3307, issued July 12, 2013 in FE Docket No. 13-42-LNG and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries. Buyer further commits to cause a report to be provided to both Cheniere Marketing, LLC and Seller that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered, and to include in any resale contract for such LNG the necessary conditions to insure that both Cheniere Marketing, LLC and Seller are made aware of all such actual destination countries. Alternatively, if Buyer resells or transfers LNG purchased hereunder to countries identified in Ordering Paragraph F of DOE/FE Order No. 3669, issued June 26, 2015 in combined FE Docket Nos. 13-30-LNG, 13-42-LNG and 13-121-LNG, Buyer acknowledges and agrees that it may resell or transfer LNG purchased hereunder for delivery only to the countries identified in Ordering Paragraph F of DOE/FE Order No. 3669, issued June 26, 2015, in combined FE Docket Nos. 13-30-LNG, 13-42-LNG and 13-121-LNG and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries. Buyer further commits to cause a report to be provided to both Cheniere Marketing, LLC and Seller that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered, and to include in any resale contract for such LNG the necessary conditions to ensure that both Cheniere Marketing, LLC and Seller are made aware of all such actual destination countries. Each Party agrees to comply with the Export Authorizations. If any Export Authorization requires conditions to be included in this Agreement then, within fifteen (15) days following the issuance of the Export Authorization imposing such condition, the Parties shall discuss the appropriate changes to be made to this Agreement to comply with such Export Authorization and shall amend this Agreement accordingly. Buyer represents and warrants that

the final delivery of LNG received pursuant to the terms of this Agreement are permitted and lawful under United States of America laws and policies, including the rules, regulations, orders, policies, and other determinations of the United States Department of Energy, the Office of Foreign Assets Control of the United States Department of the Treasury and the Federal Energy Regulatory Commission, and Buyer shall not take any action which would cause any Export Authorization to be withdrawn, revoked, suspended or not renewed. Buyer shall promptly provide to Seller all information required by Seller and Cheniere Marketing, LLC, to comply with the Export Authorizations and shall provide the delivery destination reports (as described in this Section 26.1) for all LNG sold hereunder, to Seller and Cheniere Marketing, LLC, not later than the fifteenth (15th) Day of the Month following the Month in which any relevant LNG is delivered to the country of destination. In addition to the information required pursuant to this Section 26.1, such delivery destination reports shall contain any other information required by the applicable Export Authorization.”

3. **Miscellaneous**

- a. **Force and Effect.** All provisions of the Agreement not specifically amended hereby shall remain in full force and effect.
- b. **Further Assurances.** Each Party hereby agrees to take all such action as may be necessary to effectuate fully the purposes of this Amendment, including causing this Amendment or any document contemplated herein to be duly registered, notarized, attested, consularized and stamped in any applicable jurisdiction.
- c. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York (United States of America) without regard to principles of conflict of laws that would specify the use of other laws.
- d. **Confidentiality; Dispute Resolution; Immunity.** The provisions of Section 19 (*Confidentiality*), Section 21.1 (*Dispute Resolution*), and Section 21.4 (*Immunity*) of the Agreement shall apply in this Amendment as if incorporated herein *mutatis mutandis* on the basis that references therein to the Agreement are to this Amendment.
- e. **Entire Agreement.** The Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties, and includes all promises and representations, express or implied, and supersedes all other prior agreements and representations, written or oral, between the Parties relating to the subject matter thereof.
- f. **Amendments and Waiver.** This Amendment may not be supplemented, amended, modified or changed except by an instrument in writing signed by all Parties. A Party shall not be deemed to have waived any right or remedy under this Amendment by reason of such Party’s failure to enforce such right or remedy.
- g. **Successors.** The terms and provisions of this Amendment shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.
- h. **Severability.** If a court of competent jurisdiction or arbitral tribunal determines that any clause or provision of this Amendment is void, illegal, or unenforceable, the other clauses and provisions of the Amendment shall remain in full force and effect and the clauses and provisions which are determined to be void, illegal, or unenforceable shall be limited so that they shall remain in effect to the maximum extent permissible by law.
- i. **No Third Party Beneficiaries.** Except as expressly contemplated by the Agreement, nothing in this Amendment shall entitle any party other than the Parties to this Amendment to any claim, cause of action, remedy or right of any kind.

- j. Counterparts. This Amendment may be executed by signing the original or a counterpart thereof (including by facsimile or email transmission). If this Amendment is executed in counterparts, all counterparts taken together shall have the same effect as if the undersigned parties hereto had signed the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Amendment to be executed as of the date first above written.

**SELLER:**

Sabine Pass Liquefaction, LLC

**BUYER:**

Centrica plc

/s/ Grant E. McCracken

/s/ V M Hanafin

\_\_\_\_\_  
Name: Grant E. McCracken

\_\_\_\_\_  
Name: V M Hanafin

Title: Vice President, Commercial Operations

Title: Managing Director

Signature Page to Amendment No. 1 of LNG Sale and Purchase Agreement



## OMNIBUS AMENDMENT

This Omnibus Amendment (this “*Amendment*”), dated as of September 24, 2015 amends (a) the Common Terms Agreement, dated as of June 30, 2015 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “*Common Terms Agreement*”), by and among Sabine Pass Liquefaction, LLC, a Delaware limited liability company (the “*Borrower*”), Société Générale as the Secured Debt Holder Group Representative for the Commercial Banks Facility, as the Common Security Trustee (in such capacity, the “*Common Security Trustee*”) and as the Intercreditor Agent (in such capacity, the “*Intercreditor Agent*”), Shinhan Bank New York Branch, as the Secured Debt Holder Group Representative for the KEXIM Direct Facility and the KEXIM Covered Facility, The Korea Development Bank New York Branch, as the Secured Debt Holder Group Representative for the KSURE Covered Facility, The Bank of Nova Scotia, as the Secured Debt Holder Group Representative for the Working Capital Debt and other Secured Debt Holder Group Representatives party thereto from time to time, the Secured Hedge Representatives and the Secured Gas Hedge Representatives party thereto from time to time, and (b) the Second Amended and Restated Security Agreement, dated as of June 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), between the Borrower and the Common Security Trustee. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Common Terms Agreement and, if not defined therein, the Security Agreement.

WHEREAS, the Borrower has requested that the Secured Debt Holder Group Representatives for the Commercial Banks Facility, the KEXIM Direct Facility, the KEXIM Covered Facility, the KSURE Covered Facility and the Working Capital Debt, the Common Security Trustee, the Intercreditor Agent, and each of the Facilities Lenders and the Working Capital Lenders (collectively, the “*Lenders*” and each individually, a “*Lender*”) agree to amend the Common Terms Agreement and the Security Agreement as set forth herein; and

WHEREAS, the Secured Debt Holder Group Representatives for the Commercial Banks Facility, the KEXIM Direct Facility, the KEXIM Covered Facility, the KSURE Covered Facility and the Working Capital Debt, the Common Security Trustee, the Intercreditor Agent, and each Lender are willing to amend the Common Terms Agreement and the Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Common Terms Agreement. The Borrower, the Secured Debt Holder Group Representatives for the Commercial Banks Facility, the KEXIM Direct Facility, the KEXIM Covered Facility, the KSURE Covered Facility and the Working Capital Debt, the Common Security Trustee, the Intercreditor Agent, and each Lender agrees that:

1.1 Section 7.12(a) (*Negative Covenants; Accounts*) of the Common Terms Agreement shall be amended and restated as follows:

“(a) Other than Permitted Investments held in accordance with the Accounts Agreement for which the Borrower is a beneficiary, the Borrower shall not open or maintain, or permit or instruct any other Person to open or maintain on its behalf, or use or be the beneficiary of any account other than (i) the Accounts, (ii) the Excluded Unsecured Accounts and (iii) an account holding Escrowed Amounts (as defined in each EPC Contract).”

1.2 Schedule 1 to the Common Terms Agreement is hereby amended by adding the following definitions thereto in proper alphabetical sequence:

““Excluded Unsecured Accounts” means segregated Deposit Accounts (as defined in Article 9 of the UCC) constituting (and the balance of which consists solely of funds set aside in connection with) margin accounts for Permitted Hedging Agreements of the type described in clause (b) of the definition thereof (including the funds or other property held in or maintained in any such account), entered into in the ordinary course of business, for so long as each such Permitted Hedging Agreement does not constitute a Secured Gas Hedge.”

Section 2. Amendments to Security Agreement. The Borrower, and the Common Security Trustee agree that:

2.1 The definition of “Ineligible Property” under Section 1.1 to the Security Agreement is hereby amended and restated as follows:

““**Ineligible Property**” shall mean any (a) Government Approval, Easement, agreement (other than any Material Project Document), which by its terms or by operation of Government Rule would become void, voidable, terminable or revocable or in respect of which the Grantor would be deemed to be in breach or default thereunder if any Government Approval, Easement or agreement or the Grantor’s interest thereunder were pledged or assigned hereunder or if a security interest therein were granted hereunder, to the extent necessary to avoid such voidness, voidability, terminability, revocability, breach or default, (b) property that is subject to a purchase money Lien or a Lien securing Capital Lease Obligations permitted pursuant to clause (c) of the definition of “Permitted Indebtedness” and clause (f) of the definition of “Permitted Liens” in the Common Terms Agreement, but only if the terms of the agreement creating such Lien or Capital Lease Obligation prohibits, or requires the consent of any Person other than the Grantor or its Affiliates as a condition to the creation of any other Lien on such property and such provision has not been waived or consent to the Common Security Trustee’s Lien has not been obtained, (c) the Improved Facilities (as defined in the Cooperation Agreement) together with all drawings, tracings, specifications, plans, manuals and other technical documents related thereto, (d) from and after the date on which they are required to be transferred pursuant to Section 6.3 of the Cooperation Agreement, warranties from the Construction Contractors (as defined in the Cooperation Agreement) covering the Improved Facilities, (e) “intent to use” trademark applications, (f) those assets as to which the Common Security Trustee and the Grantor agree from time to time in writing that either (1) the cost of obtaining a security interest in or perfection thereof, (2) the adverse tax consequences to the Grantor, or (3) the adverse regulatory consequences to the Grantor, or the Project, is or are excessive in relation to the benefit to the Secured Parties of the Security afforded thereby, and (g) the Train 6 FOB Sale and Purchase Agreements and related guarantees (but only to the extent and for so long as such agreements do not constitute Additional Material Project Documents), and (h) the Excluded Unsecured Accounts.”

Section 3. Effectiveness. This Amendment shall become effective as of the date hereof only upon the execution of this Amendment by the Common Security Trustee and receipt by the Common Security Trustee of executed counterparts of this Amendment by each of the Borrower, the Intercreditor Agent, the Secured Debt Holder Group Representatives for the Commercial Banks Facility, the KEXIM Direct Facility, the KEXIM Covered Facility, the KSURE Covered Facility and the Working Capital Debt, and the Required Secured Parties constituting the Majority Aggregate Secured Credit Facilities Debt Participants (as defined in the Intercreditor Agreement).

Section 4. Representations and Warranties. The Borrower hereby represents and warrants to the Lenders that:

4.1 no Default or Event of Default has occurred and is continuing as of the date hereof or will result from the consummation of the transactions contemplated by the Amendment; and

4.2 each of the representations and warranties of the Borrower in the Common Terms Agreement and the other Financing Documents is true and correct in all material respects except for (A) those representations and warranties that are qualified by materiality, which shall be true and correct in all respects, on and as of the date hereof (or, if stated to have been made solely as of an earlier date, as of

such earlier date) and (B) the representations and warranties that, pursuant to Section 4.1(b) (General) of the Common Terms Agreement, are not deemed repeated.

Section 5. Financing Document. This Amendment constitutes a Financing Document as such term is defined in, and for purposes of, the Common Terms Agreement.

Section 6. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT ANY REFERENCE TO THE CONFLICT OF LAW PRINCIPLES THEREOF (OTHER THAN SECTION 5- 1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Section 7. Headings. All headings in this Amendment are included only for convenience and ease of reference and shall not be considered in the construction and interpretation of any provision hereof.

Section 8. Binding Nature and Benefit. This Amendment shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

Section 9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or portable document format (“pdf”) shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 10. No Modifications; No Other Matters. Except as expressly provided for herein, the terms and conditions of the Common Terms Agreement and the Security Agreement shall continue unchanged and shall remain in full force and effect. Each amendment granted herein shall apply solely to the matters set forth herein and such amendment shall not be deemed or construed as an amendment of any other matters, nor shall such amendment apply to any other matters.

Section 11. Direction to Secured Credit Facilities Debt Holder Group Representatives, Intercreditor Agent and Common Security Trustee

- a. With respect to the Term Loan A Credit Agreement, by their signature below, each of the undersigned Commercial Bank Lenders instructs the Commercial Banks Facility Agent to (i) execute this Amendment and (ii) direct the Intercreditor Agent to execute this Amendment.
- b. With respect to the KEXIM Direct Facility, by its signature below, KEXIM instructs the KEXIM Facility Agent to (i) execute this Amendment and (ii) direct the Intercreditor Agent to execute this Amendment.
- c. With respect to the KEXIM Covered Facility, by its signature below, in accordance with Section 9.13 of the KEXIM Covered Facility Agreement, KEXIM instructs the KEXIM Facility Agent, on behalf of all KEXIM Covered Facility Lenders, to (i) execute this Amendment and (ii) direct the Intercreditor Agent to execute this Amendment.
- d. With respect to the KSURE Covered Facility, in accordance with Section 9.13 of the KSURE Covered Facility Agreement, KSURE instructs the KSURE Covered Facility Agent, on behalf of all KSURE Covered Facility Lenders, to (i) execute this Amendment and (ii) direct the Intercreditor Agent to execute this Amendment.
- e. With respect to the Working Capital Facility, by their signature below, each of the undersigned Working Capital Facility Lenders instructs the Working Capital Facility Agent to (i) execute this Amendment and (ii) direct the Intercreditor Agent to execute this Amendment.
- f. Based on the instructions above, each of the Commercial Banks Facility Agent, the KSURE Covered Facility Agent, the KEXIM Facility Agent and the Working Capital Facility Agent, constituting the Majority Aggregate Secured Credit Facilities Debt Participants (as defined in the Intercreditor Agreement),

hereby directs the Intercreditor Agent to (i) execute this Amendment and (ii) direct the Common Security Trustee to execute this Amendment. By its signature below, the Intercreditor Agent, in such capacity, hereby directs the Common Security Trustee to execute this Amendment.

*[Remainder of the page left intentionally blank.]*

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be duly executed by their officers thereunto duly authorized as of the day and year first above written.

**SABINE PASS LIQUEFACTION, LLC**  
as the Borrower

By: /s/ Lisa C. Cohen

Name: Lisa C. Cohen

Title: Treasurer

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SIGNATURE PAGE TO OMNIBUS AGREEMENT

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Acknowledged and agreed as of the first date set forth above.

**SOCIÉTÉ GÉNÉRAL**

as Common Security Trustee and Secured Debt Holder  
Group Representative for the Commercial Banks  
Facility

By: /s/ Ellen Turkel

Name: Ellen Turkel

Title: Director

**SOCIÉTÉ GÉNÉRAL**

as Intercreditor Agent

By: /s/ Ellen Turkel

Name: Ellen Turkel

Title: Director

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Acknowledged and agreed as of the first date set forth above.

**THE EXPORT-IMPORT BANK OF KOREA**

By: /s/ Lee Do Hyung \_\_\_\_\_

Name: Lee Do Hyung

Title: Director

SIGNATURE PAGE TO OMNIBUS AGREEMENT

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Acknowledged and agreed as of the first date set forth above.

**SHINHAN BANK NEW YORK BRANCH,**

as the Secured Debt Holder Group Representative for  
the KEXIM Direct Facility, the Secured Debt Holder  
Group Representative for the KEXIM Covered Facility  
and the KEXIM Facility Agent

By: /s/ Jinsoo Bae

Name: Jinsoo Bae

Title: GENERAL MANAGER

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Acknowledged and agreed as of the first date set forth above.

**THE KOREA BANK DEVELOPMENT BANK  
NEW YORK BRANCH,**

as the Secured Debt Holder Group Representative for  
the KSURE Covered Facility and the KSURE Covered  
Facility Agent

By: /s/ Jin Hwan Sah

Name: Jin Hwan Sah

Title: Senior Deputy General Manager

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Acknowledged and agreed as of the first date set forth above.

**THE BANK OF NOVA SCOTIA,**  
as the Secured Debt Holder Group Representative for  
the Working Capital Facility

By: /s/ Mark Sparrow

Name: Mark Sparrow

Title: Director

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SIGNATURE PAGE TO OMNIBUS AGREEMENT

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Acknowledged and agreed as of the first date set forth above.

**ABN AMRO CAPITAL USA LLC,**  
as Commercial Bank Lender, Senior Issuing Bank and  
Working Capital Lender

By: /s/ Kaylan Hopson

Name: Kaylan Hopson

Title: Vice President

By: /s/ Darrell Holley

Name: Darrell Holley

Title: Managing Director

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Acknowledged and agreed as of the first date set forth above.

**BANK OF AMERICA, N.A.,**  
as Commercial Bank Lender

By: /s/ Ronald E. McKaig

Name: Ronald E. McKaig

Title: Managing Director

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Acknowledged and agreed as of the first date set forth above.

**THE BANK OF NOVA SCOTIA**  
as Commercial Bank Lender, Senior Issuing Bank and  
Working Capital Lender

By: /s/ Mark Sparrow \_\_\_\_\_

Name: Mark Sparrow

Title: Director

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Acknowledged and agreed as of the first date set forth above.

**CRÉDIT INDUSTRIEL ET COMMERCIAL,**  
as Commercial Bank Lender and Working Capital  
Lender

By: /s/ Philippe Ginestet

Name: Philippe Ginestet

Title: Crédit Industriel et Commercial

By: /s/ Raphaël Vincens

Name: Raphaël Vincens

Title: Analyste

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Acknowledged and agreed as of the first date set forth above.

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**

as Commercial Bank Lender

By: /s/ Nupor Komar

Name: Nupor Komar

Title: Authorized Signatory

By: /s/ Jayant Rao

Name: Jayant Rao

Title: Authorized Signatory

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Acknowledged and agreed as of the first date set forth above.

**GOLDMAN SACHS BANK USA,**  
as Commercial Bank Lender

By: /s/ Eric Muller \_\_\_\_\_

Name: Eric Muller

Title: Managing Director

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Acknowledged and agreed as of the first date set forth above.

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
as Commercial Bank Lender, Senior Issuing Bank and  
Working Capital Lender

By: /s/ James Kaiser

Name: James Kaiser

Title: Managing Director

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Acknowledged and agreed as of the first date set forth above.

**INDUSTRIAL AND COMMERCIAL BANK OF  
CHINA LIMITED, NEW YORK BANK**  
as Commercial Bank Lender and Working Capital  
Lender

By: /s/ Peitao Chen

Name: Peitao Chen

Title: Deputy General Manager

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Acknowledged and agreed as of the first date set forth above.

**ING CAPITAL LLC,**  
as Commercial Bank Lender, Senior Issuing Bank and  
Working Capital Facility Lender

By: /s/ Anthony Rivera

Name: Anthony Rivera

Title: Director

By: /s/ Tanja van der Woude

Name: Tanja van der Woude

Title: Director

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Acknowledged and agreed as of the first date set forth above.

**INTESA SANPAOLA S.P.A., NEW YORK  
BRANCH,**  
as Commercial Bank Lender

By: /s/ Nicholas A. Maticchieri

Name: Nicholas A. Maticchieri  
Title: Vice President

By: /s/ Francesco DiMario

Name: Francesco DiMario  
Title: First Vice President

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Acknowledged and agreed as of the first date set forth above.

**JP MORGAN CHASE BANK, N.A.,**  
as Commercial Bank Lender

By: /s/ Dave Katz \_\_\_\_\_

Name: Dave Katz

Title: Executive Director

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Acknowledged and agreed as of the first date set forth above.

**LANDESBANK BADEN-WÜRTTEMBERG, NEW  
YORK BRANCH,**  
as Commercial Bank Lender and Working Capital  
Lender

By: /s/ Arndt Bruns

Name: Arndt Bruns  
Title: VP

By: /s/ Adam Rahal

Name: Adam Rahal  
Title: Legal Counsel

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Acknowledged and agreed as of the first date set forth above.

**LLOYDS BANK PLC,**  
as Commercial Bank Lender and Working Capital  
Lender

By: /s/ Erin Dohertz

Name: Erin Dohertz

Title: Assistant Vice President

By: /s/ Daven Popat

Name: Daven Popat

Title: Senior Vice President

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Acknowledged and agreed as of the first date set forth above.

**MIZUHO BANK, LTD.,**  
as Commercial Bank Lender

By: /s/ Brian Caldwell

Name: Brian Caldwell

Title: Senior Vice President

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Acknowledged and agreed as of the first date set forth above.

**MORGAN STANLEY BANK, N.A.,**  
as Commercial Bank Lender

By: /s/ Dmitriy Barskiy

Name: Dmitriy Barskiy

Title: Authorized Signatory

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Acknowledged and agreed as of the first date set forth above.

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Commercial Bank Lender

By: /s/ Dmitriy Barskiy

Name: Dmitriy Barskiy

Title: Vice President

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Acknowledged and agreed as of the first date set forth above.

**ROYAL BANK OF CANADA,**  
as Commercial Bank Lender

By: /s/ Jason S. York

Name: Jason S. York

Title: Authorized Signatory

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Acknowledged and agreed as of the first date set forth above.

**SANTANDER BANK, N.A.,**  
as Commercial Bank Lender

By: /s/ Fernando Benjumea

Name: Fernando Benjumea  
Title: VP

By: /s/ Daniel S Kostman

Name: Daniel S Kostman  
Title: VP

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Acknowledged and agreed as of the first date set forth above.

**SOCIÉTÉ GÉNÉRALE**  
as Commercial Bank Lender, Swing Line Lender and  
Working Capital Lender

By: /s/ Edward J. Grimm

Name: Edward J. Grimm

Title: Director

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Acknowledged and agreed as of the first date set forth above.

**SUMITOMO MITSUI BANKING  
CORPORATION,**  
as Commercial Bank Lender and Working Capital  
Lender

By: /s/ Isaac Deutsch

Name: Isaac Deutsch

Title: Managing Director

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Acknowledged and agreed as of the first date set forth above.

**COMMONWEALTH BANK OF AUSTRALIA,**  
as Working Capital Lender

By its attorney under Power of Attorney dated 24 June 2013:

Signature of Attorney: /s/ Drew Lanyon  
Name of Attorney: Drew Lanyon

Signed by its duly constituted attorney in the presence of:  
Signature of Witness: /s/ Michelle Liebau  
Name of Witness: Michelle Liebau

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Acknowledged and agreed as of the first date set forth above.

**WELLS FARGO BANK, N.A.,**  
as Working Capital Lender

By: /s/ Nathan Starr

Name: Nathan Starr

Title: Portfolio Manager

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**CERTIFICATION BY CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT**

I, Charif Souki, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Cheniere Energy Partners, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2015

/s/ Charif Souki

Charif Souki  
Chief Executive Officer of  
Cheniere Energy Partners GP, LLC, the general partner of  
Cheniere Energy Partners, L.P.

**CERTIFICATION BY CHIEF FINANCIAL OFFICER  
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT**

I, Michael J. Wortley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Cheniere Energy Partners, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2015

/s/ Michael J. Wortley

Michael J. Wortley

Chief Financial Officer of

Cheniere Energy Partners GP, LLC, the general partner of

Cheniere Energy Partners, L.P.

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Cheniere Energy Partners, L.P. (the "Partnership") on Form 10-Q for the period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Charif Souki, Chief Executive Officer of Cheniere Energy Partners GP, LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934;  
and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: October 29, 2015

/s/ Charif Souki

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Charif Souki

Chief Executive Officer of

Cheniere Energy Partners GP, LLC, the general partner of

Cheniere Energy Partners, L.P.

**CERTIFICATION BY CHIEF FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Cheniere Energy Partners, L.P. (the "Partnership") on Form 10-Q for the period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Wortley, Chief Financial Officer of Cheniere Energy Partners GP, LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934;  
and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: October 29, 2015

/s/ Michael J. Wortley

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Michael J. Wortley

Chief Financial Officer of

Cheniere Energy Partners GP, LLC, the general partner of

Cheniere Energy Partners, L.P.