

Item 1.01. Entry into a Material Definitive Agreement.

On December 9, 2020, Sabine Pass Liquefaction, LLC, an indirect wholly owned subsidiary of Cheniere Energy Partners, L.P., and Cheniere Marketing International LLP, an indirect wholly owned subsidiary of Cheniere Energy, Inc., entered into a letter agreement for the sale of up to 30 cargoes scheduled for delivery in 2021 at a price equal to 115% of Henry Hub plus \$0.728 per MMBtu.

Item 9.01. Financial Statements and Exhibits.

d) Exhibits

Exhibit No.	Description
10.1*	<u>Letter Agreement, dated December 9, 2020, regarding the Amended and Restated LNG Sale and Purchase Agreement (FOB), dated August 5, 2014, between Sabine Pass Liquefaction, LLC and Cheniere Marketing International LLP (as assignee of Cheniere Marketing, LLC).</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Filed 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 hereunto duly authorized.

CHENIERE ENERGY PARTNERS, L.P.

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

Date: December 9, 2020

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

Sabine Pass Liquefaction, LLC

Exhibit 10.1

December 9, 2020

Cheniere Marketing International LLP
3rd Floor, The Zig Zag Building
70 Victoria Street
London SW1E 6SQ, United Kingdom
Attn: Commercial Operations

Re: Letter Agreement regarding the Base SPA (“**Letter Agreement**”)

Dear Sir or Madam:

The Parties have entered into that certain Amended and Restated LNG Sale and Purchase Agreement (FOB) dated August 5, 2014 between Sabine Pass Liquefaction, LLC and Cheniere Marketing International LLP (as assignee of Cheniere Marketing, LLC) (as amended and assigned, the “**Base SPA**”). Capitalized terms used but not defined herein shall have the meanings given them in the Base SPA. This Letter Agreement sets forth the terms of certain sales and purchases of LNG under the Base SPA.

The Parties hereby agree that, notwithstanding Section 9.2 and subject to Section 14 of the Base SPA, the FPC (expressed in USD per MMBtu) applicable to up to thirty (30) cargoes scheduled for delivery in Contract Year 2021 shall equal USD zero decimal seven two eight per MMBtu (US\$0.728/MMBtu).

Please indicate Buyer’s agreement with the terms of this Letter Agreement by executing a copy of this Letter Agreement where indicated below and returning it to Seller.

Sincerely,

Sabine Pass Liquefaction, LLC

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

Accepted and Agreed:

Cheniere Marketing International LLP
acting by its managing member, Cheniere Marketing, LLC

By: /s/ Anatol Feygin
Anatol Feygin
Executive Vice President and Chief Commercial Officer

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