

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

FORM 10-K

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

For the fiscal year ended December 31, 2025

or

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

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

Commission file number 001-33366

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

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**20-5913059**

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

**845 Texas Avenue, Suite 1250**

**Houston, Texas 77002**

(Address of principal executive offices) (Zip Code)

**(713) 375-5000**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
<b>Common Units Representing Limited Partner Interests</b>	<b>CQP</b>	<b>New York Stock Exchange</b>

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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 every Interactive Data File required to be submitted 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 such files). Yes  No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

The aggregate market value of the registrant's common units held by non-affiliates of the registrant was approximately \$2.2 billion as of June 30, 2025.

As of February 20, 2026, the registrant had 484,054,123 common units outstanding.

Documents incorporated by reference: **None**

CHENIERE ENERGY PARTNERS, L.P.

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**DEFINITIONS**

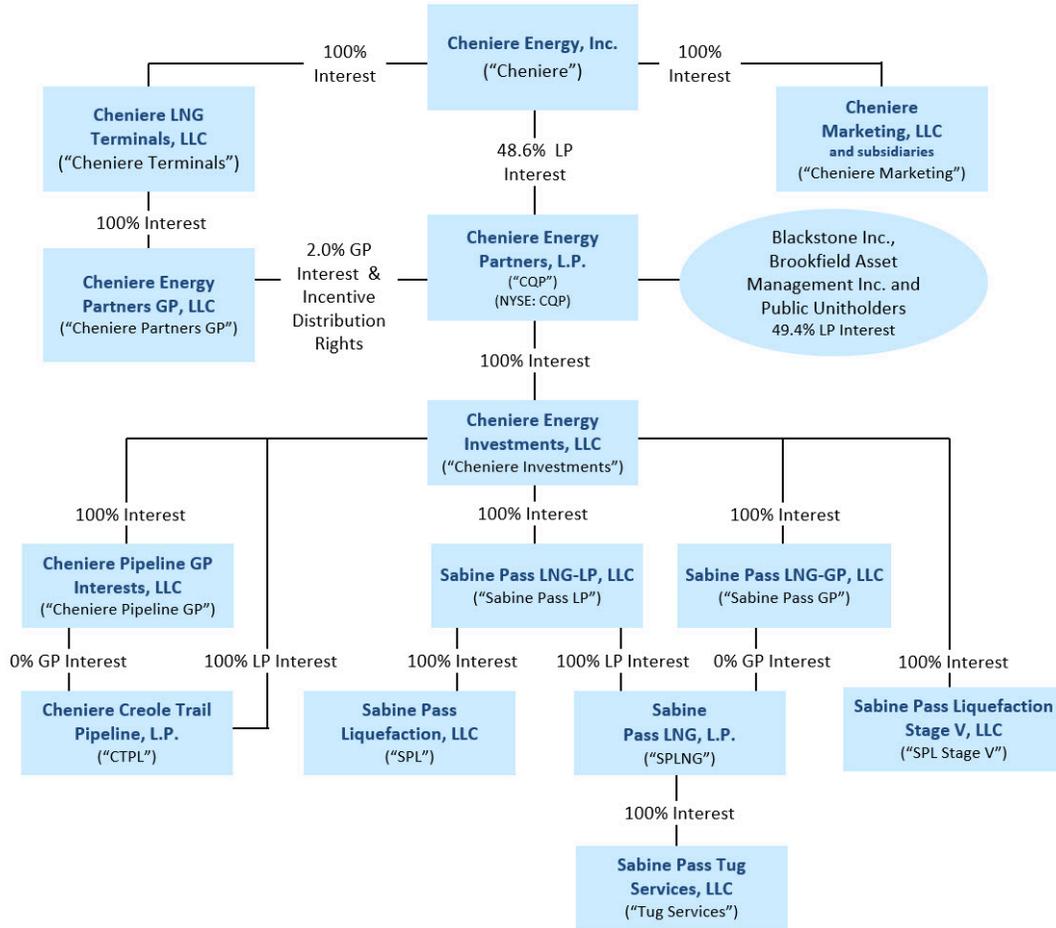
As used in this annual report, the terms listed below have the following meanings:

**Common Industry and Other Terms**

ASU	Accounting Standards Update
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
FASB	Financial Accounting Standards Board
FERC	Federal Energy Regulatory Commission
FID	final investment decision
FOB	free-on-board, which requires the buyer to take delivery at seller's export terminal
FTA countries	countries with which the U.S. has a free trade agreement providing for national treatment for trade in natural gas
GAAP	generally accepted accounting principles in the U.S.
Henry Hub	the final settlement price (in U.S. dollars 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
International Climate Change-Related Policies	value-chain accountability and sectoral decarbonization standards, including EU Methane Emissions Regulation, FuelEU Maritime Regulation, International Maritime Organization's Net Zero Framework and Corporate Sustainability Due Diligence Directive
IPM agreements	integrated production marketing agreements in which the gas producer sells to us gas on a global LNG or natural gas index price, less a fixed liquefaction fee, shipping and other costs
IRS	Internal Revenue Service
LNG	liquefied natural gas, a product of natural gas that, through a refrigeration process, has been cooled to a liquid state, which occupies a volume that is approximately 1/600th of its gaseous state
MMBtu	million British thermal units; one British thermal unit measures the amount of energy required to raise the temperature of one pound of water by one degree Fahrenheit
mtpa	million tonnes per annum
NGA	Natural Gas Act of 1938, as amended
non-FTA countries	countries with which the U.S. does not have a free trade agreement providing for national treatment for trade in natural gas and with which trade is permitted
SEC	U.S. Securities and Exchange Commission
SOFR	Secured Overnight Financing Rate
SPA	LNG sale and purchase agreement
TBtu	trillion British thermal units; one British thermal unit measures the amount of energy required to raise the temperature of one pound of water by one degree Fahrenheit
Tcf	trillion cubic feet
Train	an industrial facility comprised of a series of refrigerant compressor loops used to cool natural gas into LNG
TUA	terminal use agreement

### Abbreviated Legal Entity Structure

The following diagram depicts our abbreviated legal entity structure as of December 31, 2025, including our ownership of certain subsidiaries, and the references to these entities used in this annual report:



Unless the context requires otherwise, references to “CQP,” the “Partnership,” “we,” “us” and “our” refer to Cheniere Energy Partners, L.P. and its consolidated subsidiaries.

**CAUTIONARY STATEMENT  
REGARDING FORWARD-LOOKING STATEMENTS**

This annual report contains certain statements that are, or may be deemed to be, “forward-looking statements.” All statements, other than statements of historical or present facts or conditions, included herein or incorporated herein by reference are “forward-looking statements.” Included among “forward-looking statements” are, among other things:

- statements regarding our ability to pay 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 terminal, liquefaction facility, pipeline facility or other projects, or any expansions or portions thereof, by certain dates, or at all;
- statements regarding future levels of domestic and international natural gas production, supply or consumption or future levels of LNG imports into or exports from North America and other countries worldwide or purchases of natural gas, regardless of the source of such information, or the transportation or other infrastructure or demand for and prices related to natural gas, LNG or other hydrocarbon products;
- statements regarding any financing transactions or arrangements, or our ability to enter into such transactions;
- statements regarding our future sources of liquidity and cash requirements;
- statements relating to the construction of our Trains and pipelines, including statements concerning the engagement of any EPC contractor or other contractor and the anticipated terms and provisions of any agreement with any EPC or other contractor, and anticipated costs related thereto;
- statements regarding any SPA or other agreement to be entered into or performed substantially in the future, including any revenues anticipated to be received and the anticipated timing thereof, and statements regarding the amounts of total LNG regasification, natural gas liquefaction or storage capacities that are, or may become, subject to contracts;
- statements regarding counterparties to our commercial contracts, construction contracts and other contracts;
- statements regarding our planned development and construction of additional Trains or pipelines, including the financing of such Trains or pipelines;
- statements that our Trains, when completed, will have certain characteristics, including amounts of liquefaction capacities;
- statements regarding our business strategy, our strengths, our business and operation plans or any other plans, forecasts, projections, or objectives, including anticipated revenues, capital expenditures, maintenance and operating costs and cash flows, any or all of which are subject to change;
- statements relating to our goals, commitments and strategies in relation to environmental matters;
- statements regarding legislative, governmental, regulatory, administrative or other public body actions, approvals, requirements, permits, applications, filings, investigations, proceedings or decisions;
- any other statements that relate to non-historical or future information; and
- other factors described in [Item 1A. Risk Factors](#) in this Annual Report on Form 10-K.

All of these types of statements, other than statements of historical or present facts or conditions, are forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as “may,” “will,” “could,” “should,” “achieve,” “anticipate,” “believe,” “contemplate,” “continue,” “estimate,” “expect,” “intend,” “plan,” “potential,” “predict,” “project,” “pursue,” “target,” the negative of such terms or other comparable terminology. The forward-looking statements contained in this annual 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 annual 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 as a result of a variety of factors described in this annual report and in the other reports and other information that we file with the SEC. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by these risk factors. These forward-looking statements speak only as of the date made, and other than as required by law, we undertake no obligation to update or revise any forward-looking statement or provide reasons why actual results may differ, whether as a result of new information, future events or otherwise.

## PART I

### ITEMS 1. AND 2. BUSINESS AND PROPERTIES

#### General

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

LNG is natural gas (primarily methane) in liquid form and is a cleaner dispatchable fuel for power generation. The LNG we produce is shipped all over the world, converted back into natural gas (called “regasification”) and then transported via pipeline to homes and businesses and used as an energy source that is essential for heating, cooking and other industrial uses.

We own a natural gas liquefaction and export facility located in Cameron Parish, Louisiana at Sabine Pass (the “**Sabine Pass LNG Terminal**”), one of the largest LNG production facilities in the world, with a total production capacity of over 30 mtpa of LNG (the “**Liquefaction Project**”) as of December 31, 2025. The Sabine Pass LNG Terminal also has five LNG storage tanks with aggregate capacity of approximately 17 Bcfe and vaporizers with regasification capacity of approximately 4 Bcf/d, as well as three marine berths, two of which can accommodate vessels with nominal capacity of up to 266,000 cubic meters and the third berth, which can accommodate vessels with nominal capacity of up to 200,000 cubic meters. We also own and operate a 94-mile natural gas supply pipeline through our subsidiary, CTPL, that interconnects the Sabine Pass LNG Terminal with several large interstate and intrastate pipelines (the “**Creole Trail Pipeline**”).

Our long-term counterparty arrangements form the foundation of our business and provide us with significant, stable, long-term cash flows, and include SPAs, in which our customers are generally required to pay a fixed fee with respect to the contracted volumes irrespective of their election to cancel or suspend deliveries of LNG cargoes, and IPM agreements, in which a gas producer sells natural gas to us on a global LNG or natural gas index price, less a fixed liquefaction fee, shipping and other costs. The SPAs also have a variable fee component, which is primarily indexed to Henry Hub and generally structured to cover the cost of natural gas purchases, transportation and liquefaction fuel consumed to produce LNG. Since we procure most of our feedstock for LNG production from the U.S., the structure of these contracts helps limit our exposure to fluctuations in U.S. natural gas prices. Through our SPAs and IPM agreements currently in effect, with approximately 13 years of weighted average remaining life as of December 31, 2025, we have contracted with third parties approximately 85% of the total anticipated production from the Liquefaction Project through the mid-2030s. Additionally, there are SPAs that Cheniere Marketing currently holds that may be novated to us in the future. LNG produced by the Liquefaction Project that is not contracted under long-term contracts is available for Cheniere Marketing, Cheniere’s integrated marketing function, pursuant to an SPA it has with us.

#### *Disciplined Accretive Growth*

We remain focused on safety, operational excellence and customer satisfaction. Increasing demand for LNG has allowed us to expand our liquefaction infrastructure in a financially disciplined manner. Capital investment parameters are the foundation of our disciplined, accretive growth, and include consideration to:

- Achieve value accretive returns through long-term commercial contracts: We aim to contract approximately 90% of our current and planned liquefaction capacity under long-term SPAs and IPM agreements with creditworthy counterparties under the pricing structures described above, with financial parameters that consider, among other things, targeted unlevered returns, project leverage and distributions.

Our success in securing long-term commercial contracts at desired returns is influenced by global LNG and natural gas market conditions and other uncertainties described in [Item 1A. Risk Factors](#).

- Achieve credit accretive returns: We aim to conservatively fund our projects through financing structures that sustain our long-term, run-rate leverage and credit metrics.

Our ability to secure the required financing is influenced by market interest rates and other factors described in [Item 1A. Risk Factors](#).

We have increased available liquefaction capacity at our Liquefaction Project as a result of debottlenecking and other optimization projects. We believe these factors provide a foundation for additional growth in our portfolio of customer contracts in the future. We hold a significant land position at the Sabine Pass LNG Terminal, which provides opportunity for further liquefaction capacity expansion. We are developing a two-phased expansion adjacent to the Liquefaction Project, inclusive of three liquefaction trains and supporting infrastructure, with an expected total peak production capacity of up to approximately 20 mtpa of LNG, inclusive of estimated debottlenecking opportunities (the “**SPL Expansion Project**”), and we are commercializing to support the additional liquefaction capacity associated with this project. The SPL Expansion Project requires, among other things, regulatory approvals and acceptable commercial and financing arrangements before we make a positive FID. Risks associated with cost overruns and delays in the completion of our expansion projects are described in [Item 1A. Risk Factors](#).

The following table summarizes pre-FID development efforts and certain key milestones associated with the SPL Expansion Project:

		<b>SPL Expansion Project</b>
	Expected total peak production capacity of LNG (1)	Up to ~ 20 mtpa
	<b>Milestone</b>	
<b>Regulatory (2)</b>	FERC authorizations:	
	Positive environmental assessment	<i>Pending</i>
	Order under Section 3 of NGA	<i>Pending</i>
	Certification to commence construction	<i>Pending</i>
	DOE export authorization:	
	FTA countries	ü
	Non-FTA countries	<i>Pending</i>
<b>Financing</b>	Financing (3)	
<b>Commercialization and Other Contracting</b>	Definitive commercial agreements (4)	<i>In process</i>
	Definitive full-scope EPC contract	
<b>Target Milestone</b>	FID (5)	2026/2027

ü indicates receipt of authorization, subject to ongoing conditionality

- (1) Anticipated based on capacity, scale, location and infrastructure. Subject to regulatory review and approval and may change based on design considerations, engagement with contractors and other factors. Subject to adjustment for planned maintenance, production reliability, potential overdesign and debottlenecking opportunities.
- (2) Our activities, including our expansion activities, are highly regulated and require regulatory approvals at various stages, including approvals of the FERC and DOE under Sections 3 and 7 of the NGA, as well as several other material governmental and regulatory approvals and permits. The progression of our expansion project is dependent on receiving all regulatory approvals required within the respective stages. See [Item 1A. Risk Factors](#) for further discussion of the regulations under federal, state and local statutes, rules, regulations and laws to which we are subject and associated risk factors relating to regulations.
- (3) We anticipate drawing on current committed facilities and/or incurring additional debt to finance the construction of the SPL Expansion Project, if we reach a positive FID.
- (4) Liquefaction capacity partially contracted by Cheniere Marketing and SPL Stage V through SPA or IPM agreements conditioned on additional liquefaction capacity beyond what is currently in construction or operation.
- (5) Expected to be subject to phased FID. Any positive FID is subject to achievement of or consideration to relevant milestones and capital investment parameters described herein.

## Our Business Strategy

Our primary business strategy is to develop, construct and operate assets to meet our long-term customers' energy demands. We plan to implement our strategy by:

- safely, efficiently and reliably operating and maintaining our assets, including our Trains;
- procuring natural gas and pipeline transport capacity to our facility;
- commencing commercial delivery for, and continuing to fulfill all commercial commitments to, our long-term SPA customers;
- continuing to secure long-term customer contracts to support our planned expansion, including the FID of potential expansion projects;
- maximizing the production of LNG to serve our customers and generating steady and stable revenues and operating cash flows;
- optimizing the Liquefaction Project by leveraging existing infrastructure;
- maintaining a prudent and cost-effective capital structure; and
- strategically identifying actionable and economic environmental solutions.

## Our Business

We shipped our first LNG cargo in February 2016 and as of February 20, 2026, over 3,270 cumulative LNG cargoes totaling over 225 million tonnes of LNG have been produced, loaded and exported from the Liquefaction Project.

Below is a discussion of our operations. For further discussion of our contractual obligations and cash requirements related to these operations, refer to [Liquidity and Capital Resources](#) in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

### *Sabine Pass LNG Terminal*

The Sabine Pass LNG Terminal, as described above under the caption [General](#), is one of the largest LNG production facilities in the world with over 30 mtpa of total production capacity, five storage tanks and three marine berths.

The following summarizes the volumes of natural gas for which we have received approvals from the FERC to site, construct and operate the Trains at the Liquefaction Project and the orders we have received from the DOE authorizing the export of domestically produced LNG by vessel from the Sabine Pass LNG Terminal through December 31, 2050:

	FERC Approved Volume		DOE Approved Volume	
	(in Bcf/yr)	(in mtpa)	(in Bcf/yr)	(in mtpa)
FTA countries (1)	1,661.94	33	1,661.94	33
Non-FTA countries	1,661.94	33	1,661.94	33

(1) Excludes 950 Bcf/yr to FTA countries authorized in November 2025 for the SPL Expansion Project that is effective for 25 years from the date of first commercial export from the SPL Expansion Project.

In addition, we are developing the SPL Expansion Project, as also described above under the caption [General](#). In June 2025, certain of our subsidiaries updated the SPL Expansion Project's FERC application, originally filed in February 2024, to reflect a two-phased project, inclusive of three liquefaction trains and supporting infrastructure, maintaining an expected total peak production capacity of up to approximately 20 mtpa of LNG, inclusive of estimated debottlenecking opportunities.

### *Natural Gas Supply, Transportation and Storage*

SPL has secured a portion of its expected natural gas feedstock for the Liquefaction Project through long-term natural gas supply agreements, including an IPM agreement. SPL Stage V also has an IPM agreement to supply the SPL Expansion Project. Additionally, to ensure that SPL is able to transport and manage the natural gas feedstock to the Sabine Pass LNG

Terminal, it has transportation precedent and other agreements to secure firm pipeline transportation and storage capacity from third parties and CTPL.

#### *Regasification Facilities*

The Sabine Pass LNG Terminal, as described above under the caption [General](#), has operational regasification capacity of approximately 4 Bcf/d and aggregate LNG storage capacity of approximately 17 Bcfe. SPLNG has a long-term, third party TUA for 1 Bcf/d with TotalEnergies Gas & Power North America, Inc. (“**TotalEnergies**”), under which TotalEnergies is required to pay fixed monthly fees, whether or not it uses the regasification capacity it has reserved. Approximately 2 Bcf/d of the remaining capacity has been reserved under a TUA by SPL, which also has a partial TUA assignment agreement with TotalEnergies, as further described in [Note 12—Revenues](#) of our Notes to Consolidated Financial Statements.

#### *Major Customers*

Customers accounting for 10% or more of total consolidated revenues from contracts with external customers were as follows:

	Percentage of Total Revenues from Contracts with External Customers		
	Year Ended December 31,		
	2025	2024	2023
BG Gulf Coast LNG, LLC and affiliates	22%	22%	23%
Korea Gas Corporation	15%	15%	16%
GAIL (India) Limited	15%	15%	16%
Naturgy LNG GOM, Limited	14%	14%	15%
TotalEnergies Gas & Power North America, Inc.	10%	11%	11%

All of the above customers contribute to our LNG revenues through SPA contracts.

Additional information regarding our customer contracts can be found in [Liquidity and Capital Resources](#) in Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations and [Note 16—Segment Information and Customer Concentration](#) of our Notes to Consolidated Financial Statements.

#### *Business Seasonality*

Our results are affected by production levels, timing of our maintenance activities and the resulting availability of volumes. Therefore, operating profit may not be generated evenly throughout the year. Weather variations, including temperature, have an impact on LNG output at our Liquefaction Project. Our Liquefaction Project is capable of relatively higher production volumes during the cooler months as compared to the summer months. We typically perform our scheduled major maintenance activities at our site during shoulder months in the second and third quarters in order to mitigate the impact to our annual operating results.

#### *Governmental Regulation*

The Sabine Pass LNG Terminal and the Creole Trail Pipeline are subject to extensive regulation under federal, state and local statutes, rules, regulations and laws. These laws require that we engage in consultations with appropriate federal and state agencies and that we obtain and maintain applicable permits and other authorizations. As further described in [Risks Relating to Regulations](#) within Item 1A. Risk Factors, these rigorous regulatory requirements are built into the cost of construction and operation, and failure to comply with such laws could result in substantial penalties and/or loss of necessary authorizations.

#### *Federal Energy Regulatory Commission*

The design, construction, operation, maintenance and expansion of the Sabine Pass LNG Terminal and the transportation of natural gas in interstate commerce through the Creole Trail Pipeline are highly regulated activities subject to the jurisdiction of the FERC pursuant to the NGA. Under the NGA, the FERC’s jurisdiction generally extends to the transportation of natural gas in interstate commerce, to the sale for resale of natural gas in interstate commerce, to natural gas companies engaged in such transportation or sale and to the construction, operation, maintenance and expansion of LNG terminals and interstate natural gas pipelines.

The FERC’s authority to regulate interstate natural gas pipelines and the services that they provide generally includes regulation of:

- rates and charges, and terms and conditions for natural gas transportation, storage and related services;
- the certification and construction of new facilities and modification of existing facilities;
- the extension and abandonment of services and facilities;
- the administration of accounting and financial reporting regulations, including the maintenance of accounts and records;
- the acquisition and abandonment of facilities; and
- various other matters.

Under the NGA, interstate pipelines are not permitted to unduly discriminate or grant undue preference as to rates or the terms and conditions of service to any shipper, including the company’s own affiliates. Those rates, terms and conditions must be public, and on file with the FERC. In contrast to pipeline regulation, the FERC does not require NGA Section 3 LNG terminal owners to provide open-access services at cost-based or regulated rates. Although the provisions that codified the FERC’s policy in this area expired on January 1, 2015, we see no indication that the FERC intends to change its policy in this area. On February 18, 2022, the FERC updated its 1999 Policy Statement on certification of new interstate natural gas facilities and the framework for the FERC’s decision-making process. On March 24, 2022, the FERC rescinded the Policy Statement and re-issued it as a draft. On September 12, 2025, the FERC issued an order terminating the proceeding to consider updates to the 1999 Policy Statement.

We are permitted to make sales of natural gas for resale in interstate commerce pursuant to a blanket marketing certificate granted by the FERC. Our sales of natural gas will be affected by the availability, terms and cost of pipeline transportation.

In order to site, construct and operate the Sabine Pass LNG Terminal, we received and are required to maintain authorizations from the FERC under Section 3 of the NGA as well as other material governmental and regulatory approvals and permits. The Energy Policy Act of 2005 (the “EPAAct”) amended Section 3 of the NGA to establish or clarify the FERC’s exclusive authority to approve or deny an application for the siting, construction, expansion or operation of LNG terminals, unless specifically provided otherwise in the EPAAct, amendments to the NGA. For example, nothing in the EPAAct amendments to the NGA were intended to affect otherwise applicable law related to any other federal agency’s authorities or responsibilities related to LNG terminals or those of a state acting under federal law.

In June 2025, certain of our subsidiaries updated the SPL Expansion Project’s FERC application, originally filed in February 2024, to reflect a two-phased project, inclusive of three liquefaction trains and supporting infrastructure, maintaining an expected total peak production capacity of up to approximately 20 mtpa of LNG, inclusive of estimated debottlenecking opportunities.

The FERC’s Standards of Conduct apply to interstate pipelines that conduct transmission transactions with an affiliate that engages in natural gas marketing functions. The general principles of the FERC Standards of Conduct are: (1) non-discrimination, which requires transmission providers to treat all transmission customers, affiliated and non-affiliated, on a not unduly discriminatory basis, and to not make or grant any undue preference or advantage to any person or subject any person to any undue prejudice or disadvantage; (2) independent functioning, which requires transmission function employees to function independently of marketing function employees; (3) no-conduit rule, which prohibits passing transmission function information to marketing function employees; and (4) transparency, which imposes posting requirements to detect undue preference due to the improper disclosure of non-public transmission function information. We have established the required policies, procedures and training to comply with the FERC’s Standards of Conduct.

All of our FERC construction, operation, reporting, accounting and other regulated activities are subject to audit by the FERC, which may conduct routine or special inspections and issue data requests designed to ensure compliance with FERC rules, regulations, policies and procedures. The FERC’s jurisdiction under the NGA allows the imposition of civil and criminal penalties for any violations of the NGA and any rules, regulations or orders of the FERC thereunder up to approximately \$1.6 million per day per violation, including any conduct that violates the NGA’s prohibition against market manipulation.

Several other governmental and regulatory approvals and permits are required throughout the life of the Sabine Pass LNG Terminal and the Creole Trail Pipeline. In addition, our FERC orders require us to comply with certain ongoing conditions and reporting obligations and maintain other regulatory agency approvals throughout the life of the Sabine Pass LNG Terminal and Creole Trail Pipeline. For example, throughout the life of the Sabine Pass LNG Terminal and the Creole Trail Pipeline, we are subject to regular reporting requirements to the FERC, the Department of Transportation's ("DOT") Pipeline and Hazardous Materials Safety Administration ("PHMSA") and applicable federal and state regulatory agencies regarding the operation and maintenance of our facilities. To date, we have been able to obtain and maintain required approvals as needed, and the need for these approvals and reporting obligations has not materially affected our construction or operations.

#### *DOE Export Licenses*

The DOE has authorized the export of domestically produced LNG by vessel from the Sabine Pass LNG Terminal, as discussed in *Sabine Pass LNG Terminal*. Although it is not expected to occur, the loss of an export authorization could be a force majeure event under our SPAs.

Under Section 3 of the NGA, applications for exports of natural gas (including LNG) to FTA countries, which allow for national treatment for trade in natural gas, are "deemed to be consistent with the public interest" and shall be granted by the DOE without "modification or delay." FTA countries currently recognized by the DOE for exports of LNG include Australia, Bahrain, Canada, Chile, Colombia, Dominican Republic, El Salvador, Guatemala, Honduras, Jordan, Mexico, Morocco, Nicaragua, Oman, Panama, Peru, Republic of Korea and Singapore. FTAs with Israel and Costa Rica do not require national treatment for trade in natural gas. As part of its review of applications for export of LNG to non-FTA countries, the DOE publishes a Notice of Application in the Federal Register whereby the public and other interveners are provided the opportunity to comment and may assert that such authorization would not be consistent with the public interest. The SPL Expansion Project is currently pending non-FTA export approval with the DOE, although such approval is first subject to the receipt of regulatory permit approval from the FERC, responsive to our formal application. In June 2025, certain of our subsidiaries updated the SPL Expansion Project's application to the DOE for authorization to export LNG to FTA countries and non-FTA countries. In November 2025, the updated authorization to export LNG to FTA countries was received. See *Sabine Pass LNG Terminal* for FERC and DOE approved volumes on our existing Liquefaction Project.

#### *Pipeline and Hazardous Materials Safety Administration*

The Sabine Pass LNG Terminal as well as the Creole Trail Pipeline are subject to regulation by PHMSA. PHMSA is authorized by the applicable pipeline safety laws to establish minimum safety standards for certain pipelines and LNG facilities. The regulatory standards PHMSA has established are applicable to the design, installation, testing, construction, operation, maintenance and management of natural gas and hazardous liquid pipeline facilities and LNG facilities that affect interstate or foreign commerce. PHMSA has also established training, worker qualification and reporting requirements.

PHMSA performs inspections of pipeline and LNG facilities and has authority to undertake enforcement actions, including issuance of civil penalties up to approximately \$273,000 per day per violation, with a maximum administrative civil penalty of approximately \$2.7 million for any related series of violations.

#### *Other Governmental Permits, Approvals and Authorizations*

Construction and operation of the Sabine Pass LNG Terminal requires additional permits, orders, approvals and consultations to be issued by various federal and state agencies, including the DOT, U.S. Army Corps of Engineers ("USACE"), U.S. Department of Commerce, National Marine Fisheries Service, U.S. Department of the Interior, U.S. Fish and Wildlife Service, the U.S. Environmental Protection Agency (the "EPA"), U.S. Department of Homeland Security and the Louisiana Department of Environmental Quality (the "LDEQ").

The USACE issues its permits under the authority of the Clean Water Act ("CWA") (Section 404) and the Rivers and Harbors Act (Section 10). The EPA administers the Clean Air Act ("CAA"), and has delegated authority to the LDEQ to issue the Title V Operating Permit and the Prevention of Significant Deterioration Permit. These two permits are issued by the LDEQ for the Sabine Pass LNG Terminal and CTPL.

### *Commodity Futures Trading Commission (“CFTC”)*

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Dodd-Frank Act**”) amended the Commodity Exchange Act to provide for federal regulation of the over-the-counter derivatives market and entities, such as us, that participate in those markets. The CFTC has enacted a number of regulations pursuant to the Dodd-Frank Act.

As required by the Dodd-Frank Act, the CFTC and federal banking regulators also adopted rules requiring swap dealers (as defined in the Dodd-Frank Act), including those that are regulated financial institutions, to collect initial and/or variation margin with respect to uncleared swaps from their counterparties that are financial end users, registered swap dealers or major swap participants. These rules do not require collection of margin from non-financial-entity end users who qualify for the end user exception from the mandatory clearing requirement or from non-financial end users or certain other counterparties in certain instances. We qualify as a non-financial-entity end user with respect to the swaps that we enter into to hedge our commercial risks.

Pursuant to the Dodd-Frank Act, the CFTC adopted additional anti-manipulation and anti-disruptive trading practices regulations that prohibit, among other things, manipulative, deceptive or fraudulent schemes or material misrepresentation in the futures, options, swaps and cash markets. In addition, separate from the Dodd-Frank Act, our use of futures and options on commodities is subject to the Commodity Exchange Act and CFTC regulations, as well as the rules of futures exchanges on which any of these instruments are executed. Should we violate any of these laws and regulations, we could be subject to a CFTC or an exchange enforcement action and material penalties, possibly resulting in changes in the rates we can charge.

### *Environmental Regulation*

The Sabine Pass LNG Terminal is subject to various federal, state and local laws and regulations relating to the protection of the environment and natural resources. These environmental laws and regulations can affect the cost and output of operations and may impose substantial penalties for non-compliance and substantial liabilities for pollution, as further described in the risk factor *Existing and future safety, environmental and similar laws and governmental regulations could result in increased compliance costs or additional operating costs or construction costs and restrictions* in [Risks Relating to Regulations](#) within Item 1A. Risk Factors. Many of these laws and regulations, such as those noted below, restrict or prohibit impacts to the environment or the types, quantities and concentration of substances that can be released into the environment and can lead to substantial administrative, civil and criminal fines and penalties for non-compliance.

#### *Clean Air Act*

The Sabine Pass LNG Terminal is subject to the federal CAA and comparable state and local laws. We may be required to incur certain capital expenditures over the next several years for air pollution control equipment in connection with maintaining or obtaining permits and approvals addressing air emission-related issues. However, we do not believe any such requirements will have a material adverse effect on our operations or the construction of any expansion projects, including the SPL Expansion Project, at the Sabine Pass LNG Terminal.

On February 28, 2022, the EPA removed a stay of formaldehyde standards in the National Emission Standards for Hazardous Air Pollutants (“**NESHAP**”) Subpart YYYYY for stationary combustion turbines located at major sources of hazardous air pollutant (“**HAP**”) emissions. Owners and operators of lean remix gas-fired turbines and diffusion flame gas-fired turbines at major sources of HAP that were installed after January 14, 2003 were required to comply with NESHAP Subpart YYYYY by March 9, 2022 and demonstrate initial compliance with those requirements by September 5, 2022. We do not believe that the construction and operations of the Sabine Pass LNG Terminal will be materially and adversely affected by such regulatory actions.

We are supportive of reasonable regulations reducing methane emissions over time. Since 2009, the EPA has promulgated and finalized multiple greenhouse gas (“**GHG**”) emissions regulations related to reporting and reductions of GHG emissions from our facilities. On December 2, 2023, the EPA issued final rules to reduce methane and volatile organic compounds (“**VOC**”) emissions from new, existing and modified emission sources in the oil and gas sector. These regulations require monitoring of methane and VOC emissions at our compressor stations. We do not believe such regulations will have a material adverse effect on our operations, financial condition or results of operations.

From time to time, Congress has considered proposed legislation directed at reducing GHG emissions. On August 16, 2022, President Biden signed H.R. 5376 (P.L. 117-169), the Inflation Reduction Act of 2022 (“IRA”) which includes a waste emissions charge on methane emissions above a certain methane intensity threshold for facilities that report their GHG emissions under the EPA’s Greenhouse Gas Emissions Reporting Program Part 98 regulations. The One Big Beautiful Bill Act (“OBBA”), signed by President Trump on July 4, 2025, delays the imposition of the methane emissions charge until calendar year 2034. We do not believe the methane charge will have a material adverse effect on our operations, financial condition or results of operations.

The timing, extent and impact of these rules and other Biden Administration initiatives remain uncertain as the Trump Administration has undertaken steps to delay their implementation, and to review, repeal and potentially replace them.

#### *Coastal Zone Management Act (“CZMA”)*

The siting and construction of the Sabine Pass LNG Terminal within the coastal zone is subject to the requirements of the CZMA. The CZMA is administered by the states (in Louisiana, by the Louisiana Department of Conservation and Energy). This program is implemented to ensure that impacts to coastal areas are consistent with the intent of the CZMA to manage the coastal areas.

#### *Clean Water Act*

The Sabine Pass LNG Terminal is subject to the federal CWA and analogous state and local laws. The CWA imposes strict controls on the discharge of pollutants into the navigable waters of the U.S., including discharges of wastewater and storm water runoff and fill/discharges into waters of the U.S. Permits must be obtained prior to discharging pollutants into state and federal waters. The CWA is administered by the EPA, the USACE and by the states (in Louisiana, by the LDEQ). The CWA regulatory programs, including the Section 404 dredge and fill permitting program and Section 401 water quality certification program carried out by the states, are frequently the subject of shifting agency interpretations and legal challenges, which at times can result in permitting delays.

#### *Resource Conservation and Recovery Act (“RCRA”)*

The federal RCRA and comparable state statutes govern the generation, handling and disposal of solid and hazardous wastes and require corrective action for releases into the environment. When such wastes are generated in connection with the operations of our facilities, we are subject to regulatory requirements affecting the handling, transportation, treatment, storage and disposal of such wastes.

#### *Protection of Species, Habitats and Wetlands*

Various federal and state statutes, such as the Endangered Species Act, the Migratory Bird Treaty Act, the CWA and the Oil Pollution Act, prohibit certain activities that may adversely affect endangered or threatened animal, fish and plant species and/or their designated habitats, wetlands, or other natural resources. If the Sabine Pass LNG Terminal or the Creole Trail Pipeline adversely affect a protected species or its habitat, we may be required to develop and follow a plan to remediate those impacts. In that case, siting, construction or operations may be delayed or restricted and cause us to incur increased costs.

It is not possible at this time to predict how future regulations or legislation may address protection of species, habitats and wetlands and impact our business. However, we do not believe such regulatory actions will have a material adverse effect on our operations or the construction at the Sabine Pass LNG Terminal.

### **Market Factors and Competition**

#### *Market Factors*

Our ability to enter into additional long-term SPAs to underpin the development of additional Trains or develop new projects is subject to market factors. These factors include changes in worldwide supply and demand for natural gas, LNG and substitute products, the relative prices for natural gas, crude oil and substitute products in North America and international markets, the extent of energy security needs in the European Union and elsewhere, the rate of fuel switching from coal, nuclear or oil to natural gas and other overarching factors such as global economic growth and the pace of any transition from fossil-

based systems of energy production and consumption to alternative energy sources. In addition, our ability to obtain additional funding to execute our business strategy is subject to the investment community's appetite for investment in LNG and natural gas infrastructure and our ability to access capital markets.

We expect that global demand for natural gas and LNG will continue to increase as nations seek more abundant, reliable and environmentally cleaner fuel alternatives to oil and coal. Market participants around the globe have shown commitments to environmental goals consistent with many policy initiatives that we believe are constructive for LNG demand and infrastructure growth. Significant amounts of money have been invested recently and continue to be invested across Europe and Asia in natural gas projects. In Europe alone, over 50 mtpa of regasification capacity has been added since 2022 with more planned over the next few years to secure access to LNG and displace Russian natural gas imports. In India, over 8,000 kilometers of pipelines have started commissioning in the past several years and there are more than 9,000 kilometers of natural gas pipelines under construction to expand the natural gas distribution network and increase access to natural gas. And in China, hundreds of billions of U.S. dollars have been and are expected to be further invested all along the natural gas value chain to enable growth and decrease harmful emissions. Furthermore, some of the existing integrated liquefaction facilities outside of the U.S. have been experiencing issues related to reduced feed gas as a result of depleting upstream resources. Global supply contributions from these plants have been decreasing and LNG supply growth is expected to help support these shortages.

As a result of these dynamics, we expect natural gas and LNG to continue to play an important role in satisfying energy demand going forward. In its forecast published in the third quarter of 2025, Wood Mackenzie Limited ("**WoodMac**") forecasted that global demand for LNG would increase by approximately 64%, from approximately 410 mtpa, or 19.7 Tcf, in 2024, to 671 mtpa, or 32.2 Tcf, in 2040 and by approximately 67% to 685 mtpa or 32.9 Tcf in 2050. WoodMac also forecasted LNG production from existing operational facilities and new facilities already under construction would be able to supply the market with approximately 568 mtpa in 2040, declining to about 472 mtpa in 2050. This could result in a market need for construction of an additional approximately 104 mtpa of LNG production by 2040 and about 212 mtpa by 2050. As a cleaner dispatchable fuel for power generation, we expect natural gas and LNG to play a central role in balancing grids and contributing to a low carbon energy system globally. We believe the capital and operating costs of the uncommitted capacity of our Liquefaction Project, as well as our proposed expansion at Sabine Pass is competitive with new proposed projects globally and we are well-positioned to capture a portion of this incremental market need.

As described above under the caption [General](#), we have limited exposure to oil price movements and other competing fuels as we have contracted a significant portion of our LNG production capacity under long-term SPAs and IPM agreements, which are structured to generate fixed fees in addition to variable fees indexed to Henry Hub or international LNG pricing. Refer to [General](#) for further discussion of our long-term agreements.

### **Competition**

Despite the long term nature of our SPAs, when SPL needs to replace or amend any existing SPA or enter into new SPAs, they will compete with other natural gas liquefaction projects throughout the world primarily on the basis of price per contracted volume of LNG at that time, as well as attributes such as commercial innovation, reliable production and customer-focused operations to provide flexible and tailored solutions to LNG buyers. We will compete with other natural gas liquefaction projects throughout the world, including our affiliate, Corpus Christi Liquefaction, LLC ("**CCL**"), primarily on the basis of price. Revenues associated with any incremental volumes of the Liquefaction Project, including those made available to Cheniere Marketing, will also be subject to market-based price competition. Refer to [Item 1A. Risk Factors](#) for further discussion of risks relating to market competition.

### **Corporate Responsibility**

As described in [Market Factors and Competition](#), we expect that global demand for natural gas and LNG will continue to increase as nations seek more abundant, reliable and environmentally cleaner fuel alternatives to oil and coal. Our vision is to provide clean, secure and affordable energy to the world. This vision underpins our focus on responding to the world's shared energy challenges — expanding the global supply of clean, secure and affordable energy, improving air quality, reducing emissions and supporting the transition to a lower-carbon future. Our approach to corporate responsibility is guided by our Climate and Sustainability Principles: Transparency, Science, Supply Chain and Operational Excellence. In August 2025, Cheniere published *Together, We Deliver*, its sixth Corporate Responsibility ("**CR**") report, which details Cheniere's approach and progress on environmental, social and governance ("**ESG**") matters. Cheniere's CR report is available at

[www.cheniere.com/our-responsibility/reporting-center](http://www.cheniere.com/our-responsibility/reporting-center). Information on Cheniere’s website, including the CR report, is not incorporated by reference into this Annual Report on Form 10-K.

Cheniere’s climate strategy is to measure and mitigate emissions so that it may better position its LNG supplies to remain competitive in a lower carbon future and provide energy, economic and environmental security to its customers across the world. To maximize the environmental benefits of our LNG, we believe it is important to develop our climate goals and strategies based on an accurate and holistic assessment of the emissions profile of our LNG, accounting for all steps in the supply chain. In 2024, Cheniere announced a voluntary, measurement-informed Scope 1 annual methane emissions intensity target across its liquefaction facilities. The Scope 1 methane target builds upon Cheniere’s robust climate strategy and leverages data from its multi-scale quantification, monitoring, reporting and verification (“QMRV”) emissions measurement program. Cheniere achieved a methane emissions intensity for 2024, which received third party limited assurance, of less than its methane target of 0.03% across its liquefaction sites, as reported in its latest CR report.

As a key aspect of its strategy, Cheniere collaborates with natural gas midstream companies, technology providers and leading academic institutions on life-cycle assessment (“LCA”) models, QMRV of GHG emissions and other research and development projects. Cheniere also co-founded and sponsored the Energy Emissions Modeling and Data Lab (“EEMDL”), a multidisciplinary research and education initiative led by the University of Texas at Austin in collaboration with Colorado State University and the Colorado School of Mines. In addition, Cheniere commenced providing Cargo Emissions Tags (“CE Tags”) to its long-term customers in June 2022, and in October 2022 joined the Oil and Gas Methane Partnership (“OGMP”) 2.0, the United Nations Environment Programme’s (“UNEP”) flagship oil and gas methane emissions reporting and mitigation initiative. As a result of Cheniere’s efforts described above, in 2025, Cheniere achieved OGMP 2.0 Gold Standard reporting by the UNEP for its comprehensive methane emissions measurement and reporting under the OGMP 2.0 program and recognition by the Coalition for LNG Emissions Abatement toward Net-zero led by the Japan Organization for Metals and Energy Security. To ensure transparency and rigor, Cheniere works with academics and scientists to publish methodologies and results in multiple peer-reviewed journals.

Our total incremental expenditures related to climate initiatives, including capital expenditures, were not material to our Consolidated Financial Statements during the years ended December 31, 2025, 2024 and 2023. However, as governments consider and implement actions to reduce GHG emissions and the transition to a lower-carbon economy continues to evolve, as described in [Market Factors and Competition](#), we expect the scope and extent of our future climate and sustainability initiatives to evolve accordingly. While we have not incurred material direct expenditures related to climate change, we are proactive in our management of climate risks and opportunities, including compliance with existing and future government regulations. We face certain business and operational risks associated with physical impacts from climate change, such as exposure to severe weather events or changes in weather patterns, in addition to transition risks. Please see [Item 1A. Risk Factors](#) for additional discussion.

#### **Subsidiaries**

Substantially all of our assets are held by our subsidiaries. We conduct most of our business through these subsidiaries, including the development, construction, maintenance and operation of our LNG terminal business.

#### **Employees**

We have no employees. We rely on our general partner to manage all aspects of the development, construction, operations, maintenance and management of the Sabine Pass LNG Terminal and to conduct our business. Because our general partner has no employees, it relies on subsidiaries of Cheniere, through services agreements our subsidiaries have with them, to provide the personnel necessary to allow it to meet its management obligations to us and our subsidiaries. See [Note 13—Related Party Transactions](#) of our Notes to Consolidated Financial Statements for a discussion of the services agreements with subsidiaries of Cheniere. As of December 31, 2025, Cheniere and its subsidiaries had 1,717 full-time employees, including 508 employees who directly supported the Sabine Pass LNG Terminal operations.

#### **Available Information**

Our principal executive offices are located at 845 Texas Avenue, Suite 1250, Houston, Texas 77002, and our telephone number is (713) 375-5000. Our internet address is [www.cheniere.com](http://www.cheniere.com). We provide public access to our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports as soon as reasonably

practicable after we electronically file those materials with, or furnish those materials to, the SEC under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). These reports may be accessed free of charge through our internet website. We make our website content available for informational purposes only. The website should not be relied upon for investment purposes and is not incorporated by reference into this Form 10-K.

We will also make available to any unitholder, without charge, copies of our annual report on Form 10-K as filed with the SEC. For copies of this, or any other filing, please contact: Cheniere Energy Partners, L.P, Investor Relations Department, 845 Texas Avenue, Suite 1250, Houston, Texas 77002 or call (713) 375-5000. The SEC maintains an internet site ([www.sec.gov](http://www.sec.gov)) that contains reports and other information regarding issuers.

## **ITEM 1A. RISK FACTORS**

Limited partner interests are inherently different from the capital stock of a corporation, although many of the business risks to which we are subject are similar to those that would be faced by a corporation engaged in a similar business. The following are some of the important factors that should be considered when investing in us, as such risk factors could adversely affect our business, financial condition, results of operations or cash flows or have other adverse impacts and could cause actual results to differ materially from estimates or expectations contained in our forward-looking statements. Additional risks and uncertainties not currently known to us, or that we currently deem to be immaterial, may also adversely affect our business, contracts, financial condition, operating results, cash flows, liquidity and prospects.

### **Risk Factor Summary**

Each of the risk factors outlined below are discussed more fully following this summary:

#### *Risks Relating to Our Financial Matters*

Our operating results, cash flows and/or liquidity could be adversely affected by the following factors:

- Inability to source capital to supplement our available cash resources and existing revolving credit facilities
- Failure by any significant customer to perform under their long-term contracts with us
- Restrictions on us and our subsidiaries to make distributions
- Restrictions in agreements governing us and our subsidiaries’ indebtedness from engaging in certain beneficial transactions
- Use of derivative instruments, including our IPM agreements

#### *Risks Relating to Our Operations and Industry*

The operations of our Sabine Pass LNG Terminal, development and/or construction of additional Trains and the commercialization of the LNG produced could be adversely affected by the following factors:

- Catastrophic weather events or other disasters
- Disruptions to the third party supply of natural gas to our pipeline and facilities
- Inability to purchase or receive physical delivery of sufficient natural gas to satisfy our delivery obligations under the SPAs
- Significant construction and operating hazards and uninsured risks
- Dependency on our EPC partners and other contractors
- Cost overruns and delays in construction, as well as difficulties in obtaining sufficient financing to pay for such costs and delays
- Our ability to obtain additional funding
- Changes to U.S. trade policy
- Cyclical or other changes in the demand for and price of LNG and natural gas
- Failure of exported LNG to be a long term competitive source of energy for international markets
- Competition based upon the international market price for LNG
- A cyberattack involving our business, operational control systems or related infrastructure, or that of third parties with whom we do business, or an attack on our critical suppliers

- Outbreaks of infectious diseases, such as COVID-19, at our facilities

*Risks Relating to Regulations*

The following regulatory matters could adversely affect our business, operating results, cash flows and/or liquidity:

- Failure to obtain and maintain approvals and permits from governmental and regulatory agencies
- Compliance with FERC regulations
- Existing and future safety, environmental and similar laws and governmental regulations
- Pipeline safety and compliance programs and repairs

*Risks Relating to Our Relationship with Our General Partner*

Our relationship with our general partner could adversely affect our business:

- Dependency on Cheniere for key personnel, and the unavailability of skilled workers or failure to attract and retain qualified personnel, including changes in our general partner's executive officers
- Conflicts of interest and limited fiduciary duties by our general partner and its affiliates
- Limitation of our general partner's fiduciary duties to our unitholders
- Any change of our general partner or the replacement of the board of directors or officers of our partnership

*Risks Relating to an Investment in Us and Our Common Units*

Investment in us and our common units could be adversely affected by the following factors:

- Unitholders' limited voting rights
- Certain provisions of our partnership agreement which could discourage a change of control
- Unitholders may not have limited liability in certain circumstances
- Liability to repay distributions wrongfully made
- Sale of limited partner units by affiliates of our general partner or affiliates of Blackstone Inc. ("Blackstone") or Brookfield Asset Management Inc. ("Brookfield")

*Risks Relating to Tax Matters*

The following tax matters could adversely affect our business or our cash available for distribution and/or our unitholders:

- Tax treatment as a corporation instead of a partnership for federal income tax purposes or being subject to material additional amounts of entity-level taxation for state purposes
- Proration of items between transferors and transferees of our common units
- Successful IRS contest of the federal income tax positions that we take
- Audit adjustments to our income tax returns by the IRS
- Taxation on unitholders' share of our taxable income
- Tax gain or loss on the disposition of our common units
- Unique tax issues for unitholders that are tax-exempt entities
- Subjectivity to U.S. taxes and withholding by non-U.S. unitholders
- Unitholders' subjectivity to state and local taxes and return filing requirements
- IRS challenge of our valuation methodologies in determining a unitholder's allocation of income, gain, loss and deduction
- Additions or changes in tax laws and regulations or variables impacting tax obligations

## Risks Relating to Our Financial Matters

***An inability to source capital to supplement our available cash resources and existing revolving credit facilities could cause us to have inadequate liquidity and could materially and adversely affect us.***

As of December 31, 2025, we had, on a consolidated basis, \$182 million of cash and cash equivalents, \$19 million of restricted cash and cash equivalents, a total of \$1.8 billion of available commitments under our credit facilities and \$14.6 billion of total debt outstanding (before unamortized discount and debt issuance costs). SPL and CQP operate with independent capital structures as further detailed in [Note 10—Debt](#) of our Notes to Consolidated Financial Statements. We incur, and will incur, significant interest expense relating to financing the assets at the Sabine Pass LNG Terminal, and we anticipate drawing on current committed facilities and/or incurring additional debt to finance the construction of the SPL Expansion Project if a positive FID is made. Our ability to fund our capital expenditures and refinance our indebtedness may depend on our ability to access additional project financing as well as the debt and equity capital markets. A variety of factors beyond our control could impact the availability or cost of capital, including domestic or international economic conditions, increases in key benchmark interest rates and/or credit spreads, the adoption of new or amended banking or capital market laws or regulations, lending institutions' evolving policies on financing businesses linked to fossil fuels and the repricing of market risks and volatility in capital and financial markets. Our financing costs could increase or future borrowings or equity offerings may be unavailable to us or unsuccessful, which could cause us to be unable to pay or refinance our indebtedness or to fund our other liquidity needs. We also may rely on borrowings under our credit facilities to fund our capital expenditures. If any of the lenders in the syndicates backing these facilities was unable to perform on its commitments, we may need to seek replacement lenders or seek alternative financing, which may not be available as needed, or may be available in more limited amounts or on more expensive or otherwise unfavorable terms.

***Our ability to generate cash is substantially dependent upon the performance by customers under long-term contracts that we have entered into, and we could be materially and adversely affected if any significant customer fails to perform its contractual obligations for any reason.***

Our future results and liquidity are substantially dependent upon performance by our customers to make payments under long-term contracts. As of December 31, 2025, we had SPAs with approximately ten different third party customers, with customers under common control being considered a single customer, whereby five customers individually with revenues greater than 10% of total revenues from contracts with external customers accounted for an aggregate of 76% of total revenues from contracts with external customers for the year ended December 31, 2025.

While substantially all of our long-term third party customer arrangements are executed with a creditworthy company or secured by a parent company guarantee or other form of collateral, we are nonetheless exposed to credit risk in the event of a customer default that requires us to seek recourse.

Additionally, our long-term SPAs entitle the customer to terminate their contractual obligations upon the occurrence of certain events which include, but are not limited to: (1) if we fail to make available specified scheduled cargo quantities; (2) delays in the commencement of commercial operations; and (3) under the majority of our SPAs, upon the occurrence of certain events of force majeure.

Although we have not had a history of material customer default or termination events, the occurrence of such events are largely outside of our control and may expose us to unrecoverable losses. We may not be able to replace these customer arrangements on desirable terms, or at all, if they are terminated. As a result, our business, contracts, financial condition, operating results, cash flow, liquidity and prospects could be materially and adversely affected.

***We and our subsidiaries may be restricted under the terms of our and their indebtedness from making distributions under certain circumstances, which could materially and adversely affect our liquidity.***

The agreements governing our and our subsidiaries' indebtedness contain customary terms and events of default and certain covenants that, among other things, may limit our and our subsidiaries' ability to make certain investments or pay distributions. For example, SPL is restricted from making distributions under agreements governing its indebtedness generally unless, among other requirements, appropriate reserves have been established for debt service using cash or letters of credit and a historical and projected debt service coverage ratio of 1.25:1.00 is satisfied.

Any inability to pay distributions by us or our subsidiaries as a result of the foregoing restrictions could have a material adverse effect on our liquidity.

***Restrictions in agreements governing us and our subsidiaries' indebtedness may prevent us and our subsidiaries from engaging in certain beneficial transactions, which could materially and adversely affect us.***

In addition to restrictions on the ability of us and SPL to make distributions or incur additional indebtedness, as further described in the immediately preceding risk factor, the agreements governing SPL's indebtedness also contain various other covenants that may prevent them from engaging in beneficial transactions, including limitations on their ability to:

- make certain investments;
- purchase, redeem or retire equity interests;
- issue preferred stock;
- sell or transfer assets;
- incur liens;
- enter into transactions with affiliates;
- consolidate, merge, sell or lease all or substantially all of its assets; and
- enter into sale and leaseback transactions.

Any restrictions on the ability to engage in beneficial transactions could materially and adversely affect us.

***Our use of derivative instruments, including our IPM agreements, to manage risks could have a significant adverse or otherwise volatile effect on our earnings reported under GAAP and our liquidity.***

We use derivative instruments to manage certain risks, including commodity-related price risk. The extent of our derivative position at any given time depends on our assessment of risks and related exposures for these commodities. We currently account for our derivatives at fair value, with immediate recognition of changes in the fair value in earnings, unless they satisfy criteria for, and we elect, the normal purchases and normal sales exception which applies the accrual method of accounting, as described in [Note 3—Summary of Significant Accounting Policies](#) of our Notes to Consolidated Financial Statements. Such valuations are primarily valued based on estimated forward commodity prices and are more susceptible to variability particularly when markets are volatile, which could have a significant adverse or otherwise volatile effect on our earnings reported under GAAP. For example, as described in [Results of Operations](#) in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, our net income for the years ended December 31, 2025 and 2024 included \$732 million and \$388 million of gains, respectively, resulting from changes in the fair values of our derivatives, substantially all of which were related to commodity derivative instruments indexed to international LNG prices, mainly our IPM agreements.

These transactions and other derivative transactions have and may continue to result in substantial volatility in results of operations reported under GAAP, particularly in periods of significant commodity, currency or financial market variability. For certain of these instruments, in the absence of actively quoted market prices and pricing information from external sources, the value of these financial instruments involves management's judgment or use of estimates. Changes in the underlying assumptions or use of alternative valuation methods could affect the reported fair value of these contracts.

In addition, our liquidity may be adversely impacted by the cash margin requirements of the respective commodity exchanges or over-the-counter arrangements. As of December 31, 2025 and 2024, we had collateral posted with counterparties by us of \$11 million and \$13 million, respectively, which are included in other current assets, net in our Consolidated Balance Sheets.

## **Risks Relating to Our Operations and Industry**

***Catastrophic weather events or other disasters could result in an interruption of our operations, a delay in the construction of our Liquefaction Project, damage to our Liquefaction Project and increased insurance costs, all of which could adversely affect us.***

Weather events such as major hurricanes and winter storms have caused interruptions or temporary suspension in construction or operations at our facilities or caused minor damage to our facilities. In August 2020, SPL entered into an arrangement with an affiliate to provide the ability, in limited circumstances, to potentially fulfill commitments to LNG buyers from another affiliate's facility in the event operational conditions impact operations at the Sabine Pass LNG Terminal or at another affiliate's terminal. During the year ended December 31, 2021, eight TBtu was loaded at affiliate facilities pursuant to this agreement. Our risk of loss related to weather events or other disasters is limited by contractual provisions in our SPAs, which can provide under certain circumstances relief from operational events, and partially mitigated by insurance we maintain. Aggregate direct and indirect losses associated with the aforementioned weather events, net of insurance reimbursements, have not historically been material to our Consolidated Financial Statements, and we believe our insurance coverages maintained, existence of certain protective clauses within our SPAs and other risk management strategies mitigate our exposure to material losses. However, future adverse weather events and collateral effects, or other disasters such as explosions, fires, floods or severe droughts, could cause damage to, or interruption of operations at our terminal or related infrastructure, or interruptions to our power supply, which could impact our operating results, increase insurance premiums or deductibles paid and delay or increase costs associated with the construction and development of the Liquefaction Project or our other facilities. Our LNG terminal infrastructure and LNG facility are designed in accordance with the requirements of 49 Code of Federal Regulations Part 193, *Liquefied Natural Gas Facilities: Federal Safety Standards*, and all applicable industry codes and standards.

***Disruptions to the third party supply of natural gas to our pipeline and facilities could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.***

We depend upon third party pipelines and other facilities that provide gas delivery options to our Liquefaction Project and to and from the Creole Trail Pipeline. If any pipeline connection were to become unavailable for current or future volumes of natural gas due to repairs, damage to the facility, lack of capacity, failure to replace contracted firm pipeline transportation capacity on economic terms, or any other reason, our ability to receive natural gas volumes to produce LNG or for transporters to continue shipping natural gas to us from producing regions or to end markets could be adversely impacted. Such disruptions to our third party supply of natural gas may also be caused by weather events or other disasters described in the immediately preceding risk factor. While certain contractual provisions in our SPAs can limit the potential impact of disruptions, and historical indirect losses incurred by us as a result of disruptions to our third party supply of natural gas have not been material, any significant disruption to our natural gas supply where we may not be protected could result in a substantial reduction in our revenues under our long-term SPAs or other customer arrangements, which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***We may not be able to purchase or receive physical delivery of sufficient natural gas to satisfy our delivery obligations under the SPAs, which could have a material adverse effect on us.***

Under the SPAs with our customers, we are required to make available to them a specified amount of LNG at specified times. The supply of natural gas to our Liquefaction Project to meet our LNG production requirements timely and at sufficient quantities is critical to our operations and the fulfillment of our customer contracts. However, we may not be able to purchase or receive physical delivery of natural gas as a result of various factors, including non-delivery or untimely delivery by our suppliers, depletion of natural gas reserves within regional basins and disruptions to pipeline operations as described in the immediately preceding risk factor. Additionally, composition changes in the quality of feed gas received from third parties may impact operational efficiency and performance, which could have an effect on our operating results. Our risk is in part mitigated by the diversification of our natural gas supply and transportation across suppliers and pipelines, and regionally across basins, and additionally, we have provisions within our supplier contracts that provide certain protections against non-performance. Further, provisions within our SPAs provide certain protection against force majeure events. While historically we have not incurred significant or prolonged disruptions to our natural gas supply that have resulted in a material adverse impact to our operations, due to the criticality of natural gas supply to our production of LNG, our failure to purchase or receive physical delivery of sufficient quantities of natural gas under circumstances where we may not be protected could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***We are subject to significant construction and operating hazards and uninsured risks, one or more of which may create significant liabilities and losses for us.***

The construction and operation of the Sabine Pass LNG Terminal and the operation of the Creole Trail Pipeline are, and will be, subject to the inherent risks associated with these types of operations as discussed throughout our risk factors, including explosions, breakdowns or failures of equipment, operational errors by vessel or tug operators, pollution, release of toxic substances, fires, hurricanes and adverse weather conditions and other hazards, each of which could result in significant delays in commencement or interruptions of operations and/or in damage to or destruction of our facilities or damage to persons and property. In addition, our operations and the facilities and vessels of third parties on which our operations are dependent face possible risks associated with acts of aggression or terrorism.

We do not, nor do we intend to, maintain insurance against all of these risks and losses. We may not be able to maintain desired or required insurance in the future at rates that we consider reasonable. Although losses incurred as a result of self-insured risk have not been material historically, the occurrence of a significant event not fully insured or indemnified against could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***We are dependent on our EPC partners and other contractors for the successful completion of any potential expansion projects, including the SPL Expansion Project.***

Timely and cost-effective completion of any potential expansion projects, including the SPL Expansion Project, in compliance with agreed specifications is central to our business strategy and is highly dependent on the performance of our EPC partners and any other contractors under their agreements. The ability of our EPC partners and any other contractors to perform successfully under their agreements is dependent on a number of factors, including their ability to:

- design and engineer each Train to operate in accordance with specifications;
- engage and retain third party subcontractors and procure equipment and supplies;
- respond to difficulties such as equipment failure, delivery delays, schedule changes and failure to perform by subcontractors, some of which are beyond their control;
- attract, develop and retain skilled personnel, including engineers;
- post required construction bonds and comply with the terms thereof;
- manage the construction process generally, including coordinating with other contractors and regulatory agencies; and
- maintain their own financial condition, including adequate working capital.

Although some agreements may provide for liquidated damages if the contractor fails to perform in the manner required with respect to certain of its obligations, the events that trigger a requirement to pay liquidated damages may delay or impair the operation of any potential expansion projects, including the SPL Expansion Project, and any liquidated damages that we receive may not be sufficient to cover the damages that we suffer as a result of any such delay or impairment. The obligations of EPC partners and our other contractors to pay liquidated damages under their agreements are frequently subject to caps on liability, as set forth therein.

Furthermore, we may have disagreements with our contractors about different elements of the construction process, which could lead to the assertion of rights and remedies under their contracts and increase the cost of any potential expansion projects, including the SPL Expansion Project, or result in a contractor's unwillingness to perform further work. If any contractor is unable or unwilling to perform according to the negotiated terms and timetable of its respective agreement for any reason or terminates its agreement, we would be required to engage a substitute contractor. This would likely result in significant project delays and increased costs, which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***Cost overruns and delays in the construction of our expansion projects, including the SPL Expansion Project, as well as difficulties in obtaining sufficient financing to pay for such costs and delays, could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.***

Our investment decision on any potential future expansion of LNG facilities, including the SPL Expansion Project, relies on cost estimates developed initially through front end engineering and design studies. However, due to the size and duration of construction of an LNG facility, the actual construction costs may be significantly higher than our current estimates as a result of many factors, including but not limited to changes in scope and the ability of our EPC partners and other contractors to execute successfully under their agreements. Although our major EPC contracts have historically been fixed price, as construction progresses, we may decide or be forced to submit change orders to our contractor, including change orders to comply with existing or future environmental or other regulations. Any change orders could result in longer construction periods, higher construction costs, including increased commodity prices (particularly nickel and steel) and escalating labor costs, or both. Additionally, certain of our SPAs provide that the customer may terminate that SPA if the relevant Train does not timely commence commercial operations. As a result, any significant construction delay, whatever the cause, could have a material adverse impact on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Significant increases in the cost of a liquefaction project or significant construction delays could impact the commercial viability of the project as well as require us to obtain additional sources of financing to fund our operations until the applicable liquefaction project is fully constructed (which could cause further delays), thereby negatively impacting our business and limiting our growth prospects. While historically we have not experienced cost overruns or construction delays that have had a significant adverse impact on our operations, factors giving rise to such events in the future may be outside of our control and could have a material adverse effect on our current or future business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***Our ability to complete development and/or construction of additional Trains, including the SPL Expansion Project, will be contingent on our ability to obtain additional funding. If we are unable to obtain sufficient funding, we may be unable to fully execute our growth strategy.***

We continuously pursue liquefaction expansion opportunities and other projects along the LNG value chain. As described further in [Items 1. and 2. Business and Properties](#), we are currently developing the SPL Expansion Project. The commercial development of an LNG facility takes a number of years and requires a substantial capital investment that is dependent on sufficient funding and commercial interest, among other factors.

We will require significant additional funding to be able to commence construction of the SPL Expansion Project and any additional expansion projects, which we may not be able to obtain at a cost that results in positive economics, or at all. The inability to achieve acceptable funding may cause a delay in the development or construction of the SPL Expansion Project or any additional expansion projects, which could have a material adverse effect on our growth strategy, financial condition, operating results, cash flow and liquidity.

***Changes to U.S. trade policy could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.***

The U.S. has recently enacted and proposed to enact significant new tariffs and trade restrictions. Additionally, President Trump has directed various federal agencies to further evaluate key aspects of U.S. trade policy and there has been ongoing discussion and commentary regarding potential significant changes to U.S. trade policies, treaties and tariffs. For example, as part of its Section 301 investigation of the maritime, logistics and shipbuilding sector in China (the “**Section 301 Investigation**”), the Office of the U.S. Trade Representative (the “**USTR**”) in April 2025 mandated, among other things, restrictions on maritime transport services for U.S. LNG exports. These measures require that, beginning in April 2029, 1% of U.S. LNG exports must be exported on U.S.-built vessels, with such percentage gradually increasing to 15% in April 2047, with certain exceptions. In its original April 2025 notice, USTR had included the potential suspension of LNG export licenses as a remedy for non-compliance with the U.S. vessel restrictions; however, USTR subsequently removed the suspension language. In November 2025, the White House announced that, as part of the broader economic and trade relations deal with China, it had agreed to defer certain pending tariff and trade measures against China, including suspending for one year the implementation of fees on China-linked vessels pursuant to the Section 301 Investigation. However, the timeline for the U.S.-built vessel

requirements for U.S. LNG exports thus far has not been modified. Given the ongoing evolution of the Section 301 Investigation measures, the potential impact of the restrictions on us and the LNG industry remains uncertain.

There continues to exist significant uncertainty about the future relationship between the U.S. and other countries with respect to trade policies, trade agreements, trade restrictions and tariffs. Any resulting unwillingness or inability of LNG purchasers in such countries to import LNG from the U.S. or increases in pricing as a result of retaliatory tariffs on exported U.S. LNG, could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***Cyclical or other changes in the demand for and price of LNG and natural gas may adversely affect our LNG business and the performance of our customers and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.***

Our LNG business and the development of domestic LNG facilities and projects generally is based on assumptions about the future availability and price of natural gas and LNG and the prospects for international natural gas and LNG markets. Natural gas and LNG prices have been, and are likely to continue to be, volatile and subject to wide fluctuations in response to one or more of the following factors:

- increasingly competitive North American LNG landscape;
- insufficient or oversupply of natural gas liquefaction or receiving capacity worldwide;
- insufficient LNG tanker capacity;
- weather conditions, including temperature volatility resulting from climate change, and extreme weather events may lead to unexpected distortion in the balance of international LNG supply and demand;
- reduced demand and lower prices for natural gas worldwide;
- increased demand for natural gas in North America;
- increased natural gas production worldwide, either domestically or deliverable by pipelines, which could suppress demand for LNG;
- decreased oil and natural gas exploration activities which may decrease the production of natural gas in North America;
- cost improvements that allow competitors to provide natural gas liquefaction capabilities at reduced prices;
- changes in supplies of, and prices for, alternative energy sources which may reduce the demand for natural gas;
- changes in regulatory, tax or other governmental policies regarding exported North American LNG, natural gas or alternative energy sources, which may reduce the demand for exported North American LNG and/or natural gas;
- political conditions in customer regions;
- sudden decreases in demand for LNG as a result of natural disasters or public health crises, including the occurrence of a pandemic, and other catastrophic events;
- adverse relative demand for North American LNG compared to other sources, which may decrease LNG exports from North America; and
- cyclical trends in general business and economic conditions that cause changes in the demand for natural gas.

Adverse trends or developments affecting any of these factors could result in decreases in the price of LNG and/or natural gas, which could materially and adversely affect our LNG business and the performance of our customers, and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***Failure of exported LNG to be a long term competitive source of energy for international markets could adversely affect our customers and could materially and adversely affect our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.***

Operations of the Liquefaction Project are dependent upon the ability of our SPA customers to deliver LNG supplies from North America, which is primarily dependent upon LNG being a competitive source of energy internationally. The success of our business plan is dependent, in part, on the extent to which LNG can, for significant periods and in significant volumes, be supplied from North America and delivered to international markets at a lower cost than the cost of alternative energy sources. Through the use of improved exploration technologies, additional sources of natural gas may be discovered outside North America, which could increase the available supply of natural gas outside North America and could result in natural gas in those markets being available at a lower cost than LNG exported to those markets.

Political instability in foreign countries that import or export natural gas, or strained relations between such countries and the U.S., may also impede the willingness or ability of LNG purchasers or suppliers and merchants in such countries to import LNG from the U.S. Furthermore, some foreign purchasers or suppliers of LNG may have economic or other reasons to obtain their LNG from, or direct their LNG to, non-U.S. markets or from or to our competitors' liquefaction facilities in the U.S.

As described in [Market Factors and Competition](#) in Items 1. and 2. Business and Properties, it is expected that global demand for natural gas and LNG will continue to increase as nations seek more abundant, reliable and environmentally cleaner fuel alternatives to fossil fuel energy sources such as oil and coal. However, as a result of transitions globally from fossil-based systems of energy production and consumption to renewable energy sources, LNG may face increased competition from alternative, cleaner sources of energy as such alternative sources emerge. Additionally, LNG from the Liquefaction Project also competes with other sources of LNG, including LNG that is priced to indices other than Henry Hub. Some of these sources of energy may be available at a lower cost than LNG from the Liquefaction Project in certain markets. The cost of LNG supplies from North America, including the Liquefaction Project, may also be impacted by an increase in natural gas prices in North America.

As described in [General](#) in Items 1. and 2. Business and Properties, as of December 31, 2025, we have contracted through our SPAs and IPM agreements approximately 85% of the total anticipated production from the Liquefaction Project through the mid-2030s. Additionally, there are SPAs that Cheniere Marketing currently holds that may be novated to us in the future. LNG produced by the Liquefaction Project that is not contracted under long-term contracts is available for Cheniere Marketing, Cheniere's integrated marketing function, to sell in the global market under spot sales or other short-term agreements. However, as a result of the factors described above and other factors, the LNG we produce may not remain a long term competitive source of energy internationally, particularly when our existing long term contracts begin to expire. Any significant impediment to the ability to continue to secure long term commercial contracts or deliver LNG from the U.S. could have a material adverse effect on our customers and on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***We face competition based upon the international market price for LNG.***

Our Liquefaction Project is subject to the risk of LNG price competition at times when we need to replace any existing SPA, whether due to natural expiration, default or otherwise, or enter into new SPAs. Factors relating to competition may prevent us from entering into a new or replacement SPA on economically comparable terms as existing SPAs, or at all. Such an event could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects. Factors which may negatively affect potential demand for LNG from our Liquefaction Project are diverse and include, among others:

- increases in worldwide LNG production capacity and availability of LNG for market supply;
- decreases in demand for LNG or increases in demand for LNG but at levels below those required to maintain current price equilibrium with respect to supply;
- increases in the cost to supply natural gas feedstock to our Liquefaction Project;
- increases in the cost to supply power to our Liquefaction Project;
- decreases in the cost of competing sources of natural gas or alternate fuels such as coal, heavy fuel oil and diesel;

- decreases in the price of non-U.S. LNG, including decreases in price as a result of contracts indexed to lower oil prices;
- increases in capacity and utilization of nuclear power and related facilities; and
- displacement of LNG by pipeline natural gas or alternate fuels in locations where access to these energy sources is not currently available.

***A cyberattack involving our business, operational control systems or related infrastructure, or that of third parties with whom we do business, including pipelines which supply our Liquefaction Project, or an attack on our critical suppliers, could negatively impact our business or operations, result in data security breaches, impede the processing of transactions, delay financial or compliance reporting and potentially harm our reputation.***

The pipeline and LNG industries are increasingly dependent on business and operational control technologies to conduct daily operations. We rely on control systems, technologies and networks to run our business and to control and manage our pipeline and liquefaction operations. Cyberattacks on businesses have escalated in recent years, including as a result of geopolitical tensions, and use of the internet, cloud services, mobile communication systems and other public networks exposes our business and that of other third parties with whom we do business to potential cyberattacks, including third party pipelines which supply natural gas to our Liquefaction Project. For example, in 2021 Colonial Pipeline suffered a ransomware attack that led to the complete shutdown of its pipeline system for six days. Should multiple of the third party pipelines which supply our Liquefaction Project suffer similar concurrent attacks, our Liquefaction Project may not be able to obtain sufficient natural gas to operate at full capacity, or at all. A cyberattack involving our business or operational control systems or related infrastructure, or that of third parties pipelines with whom we do business, or an attack on our critical suppliers, could negatively impact our business or operations, result in data security breaches, impede the processing of transactions, delay financial or compliance reporting and potentially harm our reputation.

***Outbreaks of infectious diseases, such as COVID-19, at our facilities could adversely affect our operations or business.***

Our facilities at the Sabine Pass LNG Terminal are critical infrastructure and continued to operate during the COVID-19 pandemic through our implementation of workplace controls and pandemic risk reduction measures. While the COVID-19 pandemic, including subsequent variants, had no adverse impact on our on-going operations, the risk of future variants and other infectious diseases is unknown and the outbreak of a more potent variant or another infectious disease in the future at one or more of our facilities could adversely affect our operations or business.

#### **Risks Relating to Regulations**

***Failure to obtain and maintain approvals and permits from governmental and regulatory agencies with respect to the design, construction and operation of our facilities, the development and operation of our pipeline and the export of LNG could impede operations and construction and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.***

The design, construction and operation of interstate natural gas pipelines, Trains, including those at the Liquefaction Project, the SPL Expansion Project and other facilities, as well as the export of LNG and the purchase and transportation of natural gas, are highly regulated activities. Approvals of the FERC and DOE under Section 3 and Section 7 of the NGA, as well as several other material governmental and regulatory approvals and permits, including several under the CAA and the CWA, are required in order to construct and operate an LNG facility and an interstate natural gas pipeline and export LNG.

To date, the FERC has issued orders under Section 3 of the NGA authorizing the siting, construction and operation of all of our Trains and related facilities of the Liquefaction Project, as well as orders under Section 7 of the NGA authorizing the construction and operation of the Creole Trail Pipeline. In February 2024, certain of our subsidiaries submitted an application to the FERC under the NGA for authorization to site, construct and operate the SPL Expansion Project and in June 2025, certain of our subsidiaries submitted an updated application to the FERC reflecting a two-phased approach to the SPL Expansion Project. To date, the DOE has also issued orders under Section 3 of the NGA authorizing SPL to export domestically produced LNG, as further detailed in *DOE Export Licenses* in [Our Business](#). We currently have the SPL Expansion Project pending non-FTA export approval with the DOE, although approval is first subject to the receipt of regulatory permit approval from the FERC, responsive to our formal application. Additionally, we hold certificates under Section 7(c) of the NGA that grant us land

use rights relating to the situation of our pipeline on land owned by third parties. If we were to lose these rights or be required to relocate our pipeline, our business could be materially and adversely affected.

Authorizations obtained from the FERC, DOE and other federal and state regulatory agencies contain ongoing conditions that we must comply with. Failure to comply with or our inability to obtain and maintain existing or newly imposed approvals, permits and filings that may arise due to factors outside of our control such as a U.S. government disruption or shutdown, political opposition or local community resistance to our operations could impede the operation and construction of our infrastructure. In addition, certain of these governmental permits, approvals and authorizations are or may be subject to rehearing requests, appeals and other challenges. There is no assurance that we will obtain and maintain these governmental permits, approvals and authorizations, or that we will be able to obtain them on a timely basis. Any impediment could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***Our Creole Trail Pipeline and its FERC gas tariff are subject to FERC regulation. If we fail to comply with such regulation, we could be subject to substantial penalties and fines.***

Our Creole Trail Pipeline is subject to regulation by the FERC under the NGA and the Natural Gas Policy Act of 1978 (the “NGPA”). The FERC regulates the transportation of natural gas in interstate commerce, including the construction and operation of pipelines, the rates, terms and conditions of service and abandonment of facilities. Under the NGA, the rates charged by our Creole Trail Pipeline must be just and reasonable, and we are prohibited from unduly preferring or unreasonably discriminating against any potential shipper with respect to pipeline rates or terms and conditions of service. If we fail to comply with all applicable statutes, rules, regulations and orders, our Creole Trail Pipeline could be subject to substantial penalties and fines.

In addition, as a natural gas market participant, should we fail to comply with all applicable FERC-administered statutes, rules, regulations and orders, we could be subject to substantial penalties and fines. The FERC’s jurisdiction under the NGA allows the imposition of civil and criminal penalties for any violations of the NGA and any rules, regulations or orders of the FERC thereunder, up to \$1.6 million per day for each violation.

Although the FERC has not imposed fines or penalties on us to date, we are exposed to substantial penalties and fines if we fail to comply with such regulations.

***Existing and future safety, environmental and similar laws and governmental regulations could result in increased compliance costs or additional operating costs or construction costs and restrictions.***

Our business is and will be subject to extensive federal, state and local laws, rules and regulations applicable to our construction and operation activities relating to, among other things, air quality, water quality, waste management, natural resources and health and safety. Many of these laws and regulations, such as the CAA, the Oil Pollution Act, the CWA and the RCRA, and analogous state laws and regulations, restrict or prohibit the types, quantities and concentration of substances that can be released into the environment in connection with the construction and operation of our facilities, and require us to maintain permits and provide governmental authorities with access to our facilities for inspection and reports related to our compliance. In addition, certain laws and regulations authorize regulators having jurisdiction over the construction and operation of our LNG terminal, marine berths and pipeline, including FERC, PHMSA, EPA and the U.S. Coast Guard, to issue regulatory enforcement actions, which may restrict or limit operations or increase compliance or operating costs. Violation of these laws and regulations could lead to substantial liabilities, compliance orders, fines and penalties, difficulty obtaining and maintaining permits from regulatory agencies or increased capital expenditures that could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects. Federal and state laws impose liability, without regard to fault or the lawfulness of the original conduct, for the release of certain types or quantities of hazardous substances into the environment. As the owner and operator of our facilities, we could be liable for the costs of cleaning up hazardous substances released into the environment at or from our facilities and for resulting damage to natural resources.

The EPA has finalized or proposed multiple GHG regulations that impact our assets and supply chain. On December 2, 2023, the EPA issued final rules to reduce methane and VOC emissions from new, existing and modified emission sources in the oil and gas sector. These regulations require monitoring of methane and VOC emissions at our compressor stations. Further, the IRA includes a charge on methane emissions above certain emissions thresholds employing empirical emissions data that would have applied to our facilities beginning in calendar year 2024. The OBBBA, signed by President Trump on July 4, 2025,

delays the imposition of the methane emissions charge until calendar year 2034. In addition, other international, federal and state initiatives may be considered in the future to address GHG emissions through treaty commitments, direct regulation, market-based regulations such as a GHG emissions tax or cap-and-trade programs or clean energy or performance-based standards. Such initiatives could affect the demand for or cost of natural gas, which we consume at the Sabine Pass LNG Terminal, or could increase compliance costs for our operations.

Revised, reinterpreted or additional guidance, laws and regulations at local, state, federal or international levels that result in increased compliance costs or additional operating or construction costs and restrictions could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects. It is not possible at this time to predict how future regulations or legislation may address GHG emissions and impact our business.

In 2022, the EPA removed a stay of formaldehyde standards in the NESHAP Subpart YYYYY for stationary combustion turbines located at major sources of HAP emissions. Owners and operators of lean remix gas-fired turbines and diffusion flame gas-fired turbines at major sources of HAP that were installed after January 14, 2003 were required to comply with NESHAP Subpart YYYYY beginning in 2022.

Other future legislation and regulations, such as those relating to the transportation and security of LNG imported to or exported from the Sabine Pass LNG Terminal or climate policies of destination countries in relation to their obligations under the Paris Agreement or other national or International Climate Change-Related Policies, could cause additional expenditures, restrictions and delays in our business and to our proposed construction activities, the extent of which cannot be predicted and which may require us to limit substantially, delay or cease operations in some circumstances.

Total expenditures related to environmental and similar laws and governmental regulations, including capital expenditures, were immaterial to our Consolidated Financial Statements for the years ended December 31, 2025, 2024 and 2023. Revised, reinterpreted or additional laws and regulations that result in increased compliance, operating or construction costs or restrictions could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

***Pipeline safety and compliance programs and repairs may impose significant costs and liabilities on us.***

The PHMSA requires pipeline operators to develop management programs to safely operate and maintain their pipelines and to comprehensively evaluate certain areas along their pipelines and take additional measures where necessary to protect pipeline segments located in “high or moderate consequence areas” where a leak or rupture could potentially do the most harm. As an operator, we are required to:

- perform ongoing assessments of pipeline safety and compliance;
- identify and characterize applicable threats to pipeline segments that could impact a high consequence area;
- improve data collection, integration and analysis;
- repair and remediate the pipeline as necessary; and
- implement preventative and mitigating actions.

We are required to utilize pipeline integrity management programs that are intended to maintain pipeline integrity. Any repair, remediation, preventative or mitigating actions may require significant capital and operating expenditures. Should we fail to comply with applicable statutes and the Office of Pipeline Safety’s rules and related regulations and orders, we could be subject to significant penalties and fines, which for certain violations can aggregate up to as high as \$2.7 million.

**Risks Relating to Our Relationship with Our General Partner**

***We are entirely dependent on Cheniere, who owns our general partner, for key personnel, and the unavailability of skilled workers or Cheniere’s failure to attract and retain qualified personnel could adversely affect us. In addition, changes in our general partner’s executive officers could affect our business results.***

As of December 31, 2025, Cheniere had 1,717 full-time employees, including 508 employees who directly supported our operations. We have contracted with subsidiaries of Cheniere to provide the personnel necessary for the construction, operation,

maintenance and management of the Liquefaction Project and the Creole Trail Pipeline, and administrative services. We depend on Cheniere's hiring and retaining personnel to provide sufficient support for the aforementioned services. Cheniere competes with other liquefaction projects in the U.S. and globally, other energy companies and other employers to attract and retain qualified personnel with the technical skills and experience required to support us and to provide our customers with the highest quality service. We also compete with any other project Cheniere is operating or developing, including, as further described in [Market Factors and Competition](#) in Items 1. and 2. Business Properties, the operation and construction of its liquefaction projects near Corpus Christi, Texas, for the time and expertise of Cheniere's personnel. Further, we and Cheniere face competition for these highly skilled employees in the vicinity of our operations and more generally from the Gulf Coast hydrocarbon processing and construction industries.

The executive officers of our general partner are officers and employees of Cheniere. We do not maintain key person life insurance policies on any personnel, and our general partner does not have any employment contracts or other agreements with key personnel binding them to provide services to us for any particular term. The loss of the services of any of these individuals could have a material adverse effect on our business. In addition, our future success will depend in part on our general partner's ability to engage, and Cheniere's ability to attract and retain, additional qualified personnel.

A shortage in the labor pool of skilled workers, remoteness of our site locations, general inflationary pressures, changes in applicable laws and regulations or labor disputes could make it more difficult for Cheniere to attract and retain qualified personnel and could require an increase in the wage and benefits packages that Cheniere offers. In addition, Cheniere is also subject to increased competition for skilled workers from new entrants to the LNG market. Currently, our payments to Cheniere for labor consist of reimbursement of cost plus a fixed monthly fee (indexed for inflation) per Train, therefore any increases in Cheniere's costs will increase our operating costs, which could materially and adversely affect our business results.

***Our general partner and its affiliates have conflicts of interest and limited fiduciary duties, which may permit them to favor their own interests to the detriment of us and our unitholders.***

Cheniere owns and controls our general partner, which has sole responsibility for conducting our business and managing our operations. Some of our general partner's directors are also directors of Cheniere, and certain of our general partner's officers are officers of Cheniere. Therefore, conflicts of interest may arise between Cheniere and its affiliates, including our general partner, on the one hand, and us and our unitholders, on the other hand. In resolving these conflicts, our general partner may favor its own interests and the interests of its affiliates over the interests of us and our unitholders. These conflicts include, among others, the following situations:

- neither our partnership agreement nor any other agreement requires Cheniere to pursue a business strategy that favors us. Cheniere's directors and officers have a fiduciary duty to make these decisions in favor of the owners of Cheniere, which may be contrary to our interests;
- our general partner controls the interpretation and enforcement of contractual obligations between us, on the one hand, and Cheniere, on the other hand, including provisions governing administrative services and acquisitions;
- our general partner is allowed to take into account the interests of parties other than us, such as Cheniere and its affiliates, in resolving conflicts of interest, which has the effect of limiting its fiduciary duty to us and our unitholders;
- our general partner has limited its liability and reduced its fiduciary duties under the partnership agreement, while also restricting the remedies available to our unitholders for actions that, without these limitations, might constitute breaches of fiduciary duty;
- Cheniere is not limited in its ability to compete with us. Cheniere is not restricted from competing with us and is free to develop, operate and dispose of, and is currently developing, LNG facilities, pipelines and other assets without any obligation to offer us the opportunity to develop or acquire those assets;
- our general partner determines the amount and timing of asset purchases and sales, capital expenditures, borrowings, issuances of additional partnership securities, and the establishment, increase or decrease in the amounts of reserves, each of which can affect the amount of cash that is distributed to our unitholders in accordance with our partnership agreement;
- our general partner determines the amount and timing of any capital expenditures and whether a capital expenditure is a maintenance capital expenditure, which reduces operating surplus, or an expansion capital expenditure, which

does not reduce operating surplus. This determination can affect the amount of cash that is distributed to our unitholders in accordance with our partnership agreement;

- our partnership agreement does not restrict our general partner from causing us to pay it or its affiliates for any services rendered on terms that are fair and reasonable to us or entering into additional contractual arrangements with any of these entities on our behalf;
- our general partner intends to limit its liability regarding our contractual and other obligations and, in some circumstances, is entitled to be indemnified by us;
- our general partner may exercise its limited right to call and purchase common units if it and its affiliates own more than 80% of the common units; and
- our general partner decides whether to retain separate counsel, accountants or others to perform services for us.

We also have agreements to compensate and to reimburse expenses of Cheniere's affiliates. All of these agreements involve conflicts of interest between us, on the one hand, and Cheniere and its other affiliates, on the other hand. In addition, Cheniere, through CCL, is currently operating, and further constructing and developing expansion projects at, a natural gas liquefaction facility near Corpus Christi, Texas and CCL has entered into SPAs with third-parties for the sale of LNG from this natural gas liquefaction facility, and may continue to enter in commercial arrangements with respect to this liquefaction facility that might otherwise have been entered into with respect to any of our future Trains.

We have or will have numerous contracts and commercial arrangements with Cheniere and its affiliates, including future SPAs, transportation, interconnection, marketing and gas balancing arrangements, as well as servicing and other agreements and arrangements that cannot now be anticipated. In those circumstances where additional contracts with Cheniere and its affiliates may be necessary or desirable, additional conflicts of interest may be involved.

In the event Cheniere favors its interests over our interests, we may have less available cash to make distributions on our units than we otherwise would have if Cheniere had favored our interests.

***Our partnership agreement limits our general partner's fiduciary duties to our unitholders and restricts the remedies available to our unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty.***

Our partnership agreement contains provisions that reduce the standards to which our general partner would otherwise be held by state fiduciary duty law. For example, our partnership agreement:

- permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner. This entitles our general partner to consider only the interests and factors that it desires, and it has no duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or any limited partner. Examples include the exercise of its limited call right, the exercise of its rights to transfer or vote the units it owns, the exercise of its registration rights and its determination whether or not to consent to any merger or consolidation of the partnership or amendment to the partnership agreement;
- provides that our general partner will not have any liability to us or our unitholders for decisions made in its capacity as general partner, as long as it acted in good faith, meaning that it believed the decision was in the best interests of our partnership, including in resolution of conflicts of interest;
- generally provides that affiliated transactions and resolutions of conflicts of interest not approved by the conflicts committee of the board of directors of our general partner and not involving a vote of unitholders must be on terms no less favorable to us than those generally being provided to or available from unrelated third parties or be "fair and reasonable" to us and that, in determining whether a transaction or resolution is "fair and reasonable," our general partner may consider the totality of the relationships between the parties involved, including other transactions that may be particularly favorable or advantageous to us;
- provides that our general partner, its affiliates and their officers and directors will not be liable for monetary damages to us or our limited partners for any acts or omissions unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that our general partner or those other persons acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that such conduct was criminal; and

- provides that in resolving conflicts of interest, it will be presumed that in making its decision the conflicts committee or the general partner acted in good faith, and in any proceedings brought by or on behalf of any limited partner or us, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption.

By purchasing a common unit, a unitholder will become bound by the provisions of our partnership agreement, including the provisions described above.

***Any change of our general partner or the replacement of the board of directors or officers of our partnership, which can occur without the consent of our unitholders, can impact our future operations and have an adverse impact on the trading price of our common units.***

Our general partner may transfer its general partner interest to a third party in a merger or in a sale of all or substantially all of its assets without the consent of our unitholders. Furthermore, our partnership agreement does not restrict the ability of the owners of our general partner from transferring all or a portion of their respective ownership interest in our general partner to a third party. The new owners of our general partner would then be in a position to replace the board of directors and officers of our general partner with its own choices and thereby influence the decisions taken by the board of directors and officers. Any change in our general partner or the replacement of the board of directors or officers of our partnership can impact our future operations and have an adverse impact on the trading price of our common units.

#### **Risks Relating to an Investment in Us and Our Common Units**

***Holders of our common units have limited voting rights and are not entitled to elect our general partner or its directors, which could reduce the price at which our common units trade.***

Unlike the holders of common stock in a corporation, our unitholders have only limited voting rights on matters affecting our business and, therefore, limited ability to influence management's decisions regarding our business. Our unitholders have no right to elect our general partner or its board of directors on an annual or other continuing basis. The board of directors of our general partner is chosen entirely by affiliates of Cheniere. As a result, the price at which the common units trade could be diminished because of the absence or reduction of a control premium in the trading price.

The vote of the holders of at least 66 2/3% of all outstanding common units (including any units owned by our general partner and its affiliates), voting together as a single class is required to remove our general partner. Cheniere owns 48.6% of our outstanding common units, but it is contractually prohibited from voting our units that it holds in favor of the removal of our general partner.

Additionally, our partnership agreement restricts unitholders' voting rights by providing that any units held by a person that owns 20% or more of any class of units then outstanding, other than our general partner and its affiliates, their transferees and persons who acquired such units with the prior approval of the board of directors of our general partner, cannot vote on any matter. Our partnership agreement also contains provisions limiting the ability of unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the unitholders' ability to influence the manner or direction of management.

***Our partnership agreement prohibits a unitholder (other than our general partner and its affiliates) who acquires 15% or more of our limited partner units without the approval of our general partner from engaging in a business combination with us for three years unless certain approvals are obtained. This provision could discourage a change of control that our unitholders may favor, which could negatively affect the price of our common units.***

Our partnership agreement effectively adopts Section 203 of the General Corporation Law of the State of Delaware ("DGCL"). Section 203 of the DGCL as it applies to us prevents an interested unitholder defined as a person (other than our general partner and its affiliates) who owns 15% or more of our outstanding limited partner units from engaging in business combinations with us for three years following the time such person becomes an interested unitholder unless certain approvals are obtained. Section 203 broadly defines "business combination" to encompass a wide variety of transactions with or caused by an interested unitholder, including mergers, asset sales and other transactions in which the interested unitholder receives a benefit on other than a pro rata basis with other unitholders. This provision of our partnership agreement could have an anti-takeover effect with respect to transactions not approved in advance by our general partner, including discouraging takeover attempts that might result in a premium over the market price for our common units.

***Our unitholders may not have limited liability if a court finds that unitholder action constitutes control of our business.***

A general partner of a partnership generally has unlimited liability for the obligations of the partnership, except for contractual obligations of the partnership that are expressly made without recourse to the general partner. We are organized under Delaware law, and we conduct business in other states. As a limited partner in a partnership organized under Delaware law, holders of our common units could be held liable for our obligations to the same extent as a general partner if a court determined that the right or the exercise of the right by our unitholders as a group to remove or replace our general partner, to approve some amendments to our partnership agreement or to take other action under our partnership agreement constituted participation in the “control” of our business. In addition, limitations on the liability of holders of limited partner interests for the obligations of a limited partnership have not been clearly established in many jurisdictions.

***Our unitholders may have liability to repay distributions wrongfully made.***

Under certain circumstances, our unitholders may have to repay amounts wrongfully distributed to them. Under Section 17-607 of the Delaware Revised Uniform Limited Partnership Act, we may not make a distribution to our unitholders if the distribution would cause our liabilities to exceed the fair value of our assets. Delaware law provides that, for a period of three years from the date of the impermissible distribution, partners who received such a distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the partnership for the distribution amount. Liabilities to partners on account of their partner interests and liabilities that are non-recourse to the partnership are not counted for purposes of determining whether a distribution is permitted.

***Affiliates of our general partner or affiliates of Blackstone Inc. (“Blackstone”) or Brookfield Asset Management Inc. (“Brookfield”) may sell limited partner units, which sales could have an adverse impact on the trading price of our common units.***

Sales by us or any of our affiliated unitholders or affiliates of Blackstone or Brookfield of a substantial number of our common units, or the perception that such sales might occur, could have a material adverse effect on the price of our common units or could impair our ability to obtain capital through an offering of equity securities. As of December 31, 2025, Cheniere owned approximately 239.9 million of our common units. We also filed a registration statement for the resale of 202,450,687 common units owned by Blackstone and its affiliates in 2017. Any sales of these units could have an adverse impact on the price of our common units.

**Risks Relating to Tax Matters**

***Our tax treatment depends on our status as a partnership for federal income tax purposes, and our not being subject to a material amount of entity-level taxation by individual states. If we were treated as a corporation for federal income tax purposes or if we were to become subject to material additional amounts of entity-level taxation for state tax purposes, then our cash available for distribution to our unitholders would be substantially reduced.***

The anticipated after-tax economic benefit of an investment in our common units depends largely on our being treated as a partnership for federal income tax purposes. Despite the fact that we are a limited partnership under Delaware law, we will be treated as a corporation for federal income tax purposes unless we satisfy a “qualifying income” requirement. Based upon our current operations, we believe we satisfy the qualifying income requirement. Failing to meet the qualifying income requirement or a change in current law could cause us to be treated as a corporation for federal income tax purposes or otherwise subject us to taxation as an entity.

If we were treated as a corporation for federal income tax purposes, we would pay federal income tax on our taxable income at the corporate tax rate and would likely pay state and local income taxes at varying rates. Distributions to our unitholders would generally be taxed again as corporate dividends, and no income, gains, losses or deductions would flow through to our unitholders. Because a tax would be imposed upon us as a corporation, the cash available for distributions to our unitholders would be substantially reduced. Therefore, treatment of us as a corporation would result in a material reduction in the anticipated cash flow and after-tax return to our unitholders, likely causing a substantial reduction in the value of our common units.

At the state level, several states have been evaluating ways to subject partnerships to entity-level taxation through the imposition of state income, franchise and other forms of taxation. Imposition of such taxes on us in jurisdictions in which we operate, or to which we may expand our operations, may substantially reduce the cash available for distribution to our unitholders and, therefore, negatively impact the value of an investment in our common units.

Our partnership agreement provides that if a law is enacted or existing law is modified or interpreted in a manner that subjects us to taxation as a corporation or otherwise subjects us to entity-level taxation for federal, state or local income tax purposes, then the initial quarterly distribution amount and the target distribution amounts may be adjusted to reflect the impact of that law on us.

***We prorate our items of income, gain, loss and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first day of each month, instead of on the basis of the date a particular common unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss and deduction among our unitholders.***

We prorate our items of income, gain, loss and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first business day of each month, instead of on the basis of the date a particular unit is transferred. Although final Treasury Regulations allow publicly traded partnerships to use a similar monthly simplifying convention to allocate tax items among transferor and transferee unitholders, such tax items must be prorated on a daily basis and these regulations do not specifically authorize all aspects of the proration method we have adopted. If the IRS were to successfully challenge this method or new Treasury Regulations were issued, we may be required to change the allocation of items of income, gain, loss and deduction among our unitholders.

***A successful IRS contest of the federal income tax positions that we take may adversely impact the market for our common units and the costs of any contest will be borne by our unitholders and our general partner.***

The IRS may adopt positions that differ from the positions that we take, even positions taken with advice of counsel. It may be necessary to resort to administrative or court proceedings to sustain some or all of the positions that we take. A court may not agree with some or all of the positions that we take. Any contest with the IRS may adversely impact the taxable income or loss reported to our unitholders and the income taxes they are required to pay. As a result, any such contest with the IRS may materially and adversely impact the market for our common units and the price at which our common units trade. In addition, the costs of any contest with the IRS, principally legal, accounting and related fees, will result in a reduction in cash available for distribution to our unitholders and our general partner and thus will be borne indirectly by our unitholders and our general partner.

***If the IRS makes audit adjustments to our income tax returns, it (and some states) may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from us, in which case our cash available for distribution to our unitholders might be substantially reduced.***

If the IRS makes audit adjustments to our income tax returns, it (and some states) may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from us. To the extent possible under applicable rules, we may pay such amounts directly to the IRS or, if we are eligible, elect to issue a revised Schedule K-1 to each unitholder with respect to an audited and adjusted return. No assurances can be made that such election will be practical, permissible, or effective in all circumstances. As a result, our current unitholders may bear some or all of the economic burden resulting from such audit adjustment, even if such unitholders did not own units in us during the tax year under audit. If, as a result of any such audit adjustment, we are required to make payments of taxes, penalties and interest, our cash available for distribution to our unitholders might be substantially reduced.

***Our unitholders may be required to pay taxes on their share of our taxable income even if they do not receive any cash distributions from us.***

Our unitholders are required to pay any U.S. federal income taxes and, in some cases, state and local income taxes, on their share of our taxable income irrespective of whether they receive cash distributions from us. Unitholders may not receive cash distributions from us equal to their share of our taxable income or even equal to the actual tax liability attributable to their share of our taxable income.

***Tax gain or loss on the disposition of our common units could be different than expected.***

If our unitholders sell any of their common units, they will recognize gain or loss equal to the difference between the amount realized and their tax basis in those common units. Because distributions in excess of the unitholders' allocable share of our net taxable income decrease the unitholders' tax basis in their common units, the amount, if any, of such prior excess distributions with respect to the units sold will, in effect, become taxable income to the unitholder if they sell such units at a price greater than their tax basis in those units, even if the price received is less than their original cost. A substantial portion of the amount realized, whether or not representing gain, may be ordinary income due to the potential recapture items, including depreciation recapture. In addition, because the amount realized may include a unitholder's share of our nonrecourse liabilities, a unitholder that sells common units may incur a tax liability in excess of the amount of cash received from the sale.

***Tax-exempt entities face unique tax issues from owning common units that may result in adverse tax consequences to them.***

Investments in common units by tax-exempt entities, such as individual retirement accounts (known as IRAs), raises issues unique to them. For example, virtually all of our income allocated to unitholders who are organizations exempt from federal income tax, including individual retirement accounts and other retirement plans, will be unrelated business taxable income and will be taxable to them. Tax-exempt entities should consult a tax advisor before investing in our common units.

***Non-U.S. unitholders will be subject to U.S. taxes and withholding with respect to their income and gain from owning our common units.***

Non-U.S. unitholders are generally taxed and subject to income tax filing requirements by the U.S. on income effectively connected with a U.S. trade or business ("effectively connected income"). A unitholder's share of our income, gain, loss and deduction, and any gain from the sale or disposition of our common units will generally be considered to be "effectively connected" with a U.S. trade or business and subject to U.S. federal income tax. As a result, distributions to a non-U.S. unitholder will be subject to withholding at the highest applicable effective tax rate and a non-U.S. unitholder who sells or otherwise disposes of a common unit will also be subject to U.S. federal income tax on the gain realized from the sale or disposition of that common unit.

Moreover, upon the sale, exchange or other disposition of a common unit by a non-U.S. unitholder, withholding at a rate of 10% may be required on the amount realized unless the disposing unitholder certifies that it is not a foreign person. Treasury regulations provide that the "amount realized" on a transfer of an interest in a publicly traded partnership, such as our common units, will generally be the amount of gross proceeds paid to the broker effecting the applicable transfer on behalf of the unitholder. Quarterly distributions made to our non-U.S. unitholders will also be subject to withholding under these rules to the extent a portion of a distribution is attributable to an amount in excess of our cumulative net income that has not previously been distributed. We intend to treat all of our distributions as being in excess of our cumulative net income for such purposes and subject to the additional 10% withholding tax. For transfers of, or distributions on, interests in a publicly traded partnership, if effected through a broker, the obligation to withhold is imposed on the transferor's broker. Non-U.S. unitholders should consult their tax advisors regarding the impact of these rules on an investment in our common units.

***Our unitholders will likely be subject to state and local taxes and return filing requirements as a result of an investment in our common units.***

In addition to federal income taxes, our unitholders will likely be subject to other taxes, including state and local income taxes, unincorporated business taxes and estate, inheritance or intangible taxes that are imposed by the various jurisdictions in which we do business or own property, even if the unitholder does not live in any of those jurisdictions. Our unitholders may be required to file state and local income tax returns and pay state and local income taxes in some or all of these various jurisdictions. Furthermore, our unitholders may be subject to penalties for failure to comply with those requirements. As we make acquisitions or expand our business, we may own property or conduct business in additional states or foreign countries that impose a personal tax or an entity level tax. Unitholders may be subject to penalties for failure to comply with those requirements. It is the responsibility of our unitholders to file all U.S. federal, state and local tax returns.

*We have adopted certain valuation methodologies in determining a unitholder's allocations of income, gain, loss and deduction. The IRS may challenge these methodologies or the resulting allocations, and such a challenge could adversely affect the value of our common units.*

In determining the items of income, gain, loss and deduction allocable to our unitholders, we must routinely determine the fair market value of our assets. Although we may from time to time consult with professional appraisers regarding valuation matters, we make many fair market value estimates ourselves using a methodology based on the market value of our common units as a means to determine the fair market value of our assets. The IRS may challenge these valuation methods and the resulting allocations of income, gain, loss and deduction.

A successful IRS challenge to these methods or allocations could adversely affect the timing or amount of taxable income or loss being allocated to our unitholders. It also could affect the amount of gain from our unitholders' sale of common units and could have a negative impact on the value of the common units or result in audit adjustments to our unitholders' tax returns without the benefit of additional deductions.

*Additions or changes in tax laws and regulations or variables impacting our tax obligations could potentially affect our financial results or liquidity.*

Tax laws and regulations are complex and rapidly evolving. We are subject to various taxes in the jurisdictions where we operate, primarily consisting of ad valorem property taxes on assets at the Sabine Pass LNG Terminal. Changes to local, state or domestic tax laws, their interpretation, enforcement practices, and rates, including changes related to tariffs and duties, are beyond our control and could affect our tax obligations, compliance costs, financial results and cash flows. We continuously monitor and assess proposed tax legislation that could negatively impact our business.

Additionally, we have ad valorem legacy property tax incentives secured for the Sabine Pass LNG Terminal that begin to expire starting in 2027, with continuing incentive roll-off thereafter over the longer term. The magnitude of property tax changes once our incentives expire is uncertain, but will be influenced, both in the near and longer term, by various factors including future local tax rates, local tax rate compression dynamics, and variation in our assessed property values over time. During the year ended December 31, 2025, our ad valorem property tax incurred, inclusive of both the Sabine Pass LNG Terminal and the Creole Trail Pipeline, was approximately \$29 million.

Further, SPLNG, SPL and CTPL each have a state tax sharing agreement with Cheniere under which Cheniere has agreed to prepare and file all state and local tax returns which each of the entities and Cheniere are required to file on a combined basis and to timely pay the combined state and local tax liability. The agreements for SPLNG, SPL and CTPL are effective for tax returns due on or after January 2008, August 2012 and May 2013, respectively. If Cheniere, in its sole discretion, demands payment, each of the respective entities will pay to Cheniere an amount equal to the state and local tax that each of the entities would be required to pay if its state and local tax liability were calculated on a separate company basis. While to date there have been no state or local tax payments demanded by Cheniere under the tax sharing agreements, any payment demanded by Cheniere could adversely affect our financial results and cash flows.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 1C. CYBERSECURITY**

Cyberattacks represent a potentially significant risk to the Partnership and our industry. We have implemented policies and procedures that are intended to manage and reduce this risk, including those managed by affiliates of Cheniere through our service agreements with them, as further discussed in [Note 13—Related Party Transactions](#) of our Notes to Consolidated Financial Statements.

#### **Risk Management and Strategy**

As part of our broader approach to risk management, our cybersecurity program is designed to follow a “govern, identify, protect, detect, respond and recover” approach to cybersecurity that is based on the National Institute of Standards and Technology Cybersecurity Framework (“CSF”). Our strategy also includes segmentation of corporate and operations networks,

defense in depth and the principle of least privilege. Operational networks have fundamentally distinct safety and reliability standards and pose unique threats in comparison to information technology networks. Realizing these differences, we routinely evaluate opportunities to refine our cybersecurity program in order to mitigate operational network risks. We include business continuity planning as a component of our strategy to help ensure critical systems are available to support the Partnership in the instance of a disruptive event. We also participate in various industry organizations to stay abreast of recent trends and developments.

On an ongoing basis, Cheniere assesses its people, processes and technology and, when necessary, adjust the overall program in an effort to adapt to the ever-evolving cyber and geopolitical landscapes. We conduct regular assessments and audits, cross-functional risk mitigation exercises and risk strategy sessions to identify cybersecurity risks, applicable regulatory requirements and industry standards. These engagements are also designed to exercise, assess the maturity of and enhance our Cybersecurity Incident Response Plan. To support these efforts, Cheniere has contracted with third parties to perform facility and system penetration tests, compromise assessments of information technology systems and security maturity assessments of our corporate and operational networks. Cheniere maintains a training program to help its personnel identify and assist in mitigating cybersecurity and data security risks. Cheniere's employees and the board of directors of our general partner participate in periodic training, user awareness campaigns and additional issue-specific training as needed. Cheniere also provides periodic training for certain contractors who have access to its information technology networks.

With respect to third party service providers, Cheniere's information security program includes conducting risk-based due diligence of certain service providers' information security programs prior to onboarding. Cheniere seeks to contractually require third party service providers with access to our information technology systems, sensitive business data or personal information to maintain reasonable security controls and restrict their ability to use Cheniere's data, including personal information, for purposes other than to provide services to us, except as required by applicable law. Cheniere also seeks to negotiate contractual requirements which compel our service providers to notify us of information security incidents occurring on their systems which may affect Cheniere's systems or data, including personal information.

During the year ended December 31, 2025, cybersecurity incidents and threats did not materially affect our business, results of operations or financial condition.

## **Governance**

We rely on Cheniere's cybersecurity leadership team, which consists of its Director and Chief Information Security Officer, Vice President and Chief Information Officer and Senior Vice President of Shared Services. These individuals collectively provide the strategic oversight of our cybersecurity governance, cyber risk management and security operations and are responsible for maintaining our technology defense posture and program. As part of their governance and risk management responsibilities, these individuals oversee the efforts to prevent, detect, mitigate and remediate cybersecurity risks and incidents, including the systems deployed in our technology infrastructure to monitor for threats, perform security control testing and assessments, and incorporate threat intelligence into our day-to-day cybersecurity operations and strategic initiatives. They have decades of experience managing strategic technology operations, including the identification of cybersecurity risk and the defense of information technology assets from global threats.

Risks that could affect us are an integral part of the board of directors of our general partner and Audit Committee deliberations throughout the year. Cybersecurity risks are integrated into Cheniere's enterprise risk assessment process, which is reviewed by Cheniere's Board at least annually. The board of directors of our general partner has oversight responsibility for assessing the primary risks facing us (including cybersecurity risks), the relative magnitude of these risks and management's plan for mitigating these risks, while the Audit Committee has been delegated the authority to oversee and periodically review the security of Cheniere's information technology systems and controls, including programs and defenses against cybersecurity threats. The Audit Committee discusses with management our cybersecurity risk exposures and the steps management has taken to mitigate such exposures, including our risk assessment and risk management policies. On a quarterly basis, Cheniere's cybersecurity leadership team updates the Audit Committee on the overall status of our cybersecurity program, key operational metrics, current assessments, cybersecurity issues or events and pertinent events related to cybersecurity.

For additional information about cybersecurity risks, see the risk *A cyberattack involving our business, operational control systems or related infrastructure, or that of third parties with whom we do business, including pipelines which supply our Liquefaction Project, or an attack on our critical suppliers, could negatively impact our business or operations, result in*

*data security breaches, impede the processing of transactions, delay financial or compliance reporting and potentially harm our reputation* under [Risks Relating to Our Operations and Industry](#) in Item 1A.Risk Factors.

### **ITEM 3. LEGAL PROCEEDINGS**

We are, and 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.

#### ***LDEQ Matter***

Certain of our subsidiaries are in discussions with the LDEQ to resolve alleged non-compliance with national emission standards for formaldehyde from combustion turbines at the Sabine Pass LNG Terminal. The allegations are identified in a Consolidated Compliance Order and Notice of Potential Penalty, Tracking No. AE-CN-22-00833 (the “**2023 Compliance Order**”) issued by the LDEQ on April 12, 2023. In August 2004, the EPA stayed the application of the emission standard to combustion turbines such as those at the Sabine Pass LNG Terminal. In March 2022, the EPA lifted the stay, and in June 2022 our subsidiaries petitioned the EPA and LDEQ for approval of additional operating parameters to demonstrate compliance with the emission limitation. The EPA approved the petition on July 31, 2025 and in October 2025 the LDEQ confirmed that all remaining milestones under the 2023 Compliance Order have been met. Our subsidiaries continue to work with the LDEQ to resolve the 2023 Compliance Order. As of December 2025, our subsidiaries had filed test results with the LDEQ indicating that for the 2025 testing period all 44 turbines met the relevant compliance standard. We do not expect that any ultimate penalty will have a material adverse impact on our financial results.

### **ITEM 4. MINE SAFETY DISCLOSURE**

Not applicable.

**PART II**

**ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED UNITHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common units trade on the New York Stock Exchange under the symbol “CQP”, and previously traded on the NYSE American or its predecessors under the symbol “CQP” from our initial public offering on March 21, 2007 through February 3, 2024. As of February 20, 2026, we had 484.1 million common units outstanding held by 10 record owners. Because our units are held by brokers and other institutions on behalf of our unitholders, we are unable to estimate the total number of actual unitholders represented by these record owners.

We consider cash distributions to unitholders on a quarterly basis, although there is no assurance as to the future cash distributions since they are dependent upon future earnings, cash flows, capital requirements, financial condition and other factors.

**Cash Distribution Policy**

Our cash distribution policy is consistent with the terms of our partnership agreement, which requires that, within 45 days after the end of each quarter, we distribute all of our available cash which, as defined in our partnership agreement, is generally our cash on hand at the end of a quarter less the amount of any reserves established by our general partner.

**General Partner Units and Incentive Distribution Rights (“IDRs”)**

IDRs represent the right to receive an increasing percentage of quarterly distributions of available cash from operating surplus in excess of the initial quarterly distribution. Our general partner currently holds the IDRs but may transfer these rights separately from its general partner interest.

Assuming we do not issue any additional classes of units that are paid distributions and our general partner maintains its 2% interest, if we have made distributions to our unitholders from operating surplus in an amount equal to the initial quarterly distribution for any quarter, assuming no arrearages, then we will distribute any additional available cash from operating surplus for that quarter among the unitholders and our general partner as follows:

	Total Quarterly Distribution Target Amount	Marginal Percentage Interest Distributions	
		Common and Subordinated Unitholders	General Partner
Initial quarterly distribution	\$0.425	98%	2%
First Target Distribution	Above \$0.425 up to \$0.489	98%	2%
Second Target Distribution	Above \$0.489 up to \$0.531	85%	15%
Third Target Distribution	Above \$0.531 up to \$0.638	75%	25%
Thereafter	Above \$0.638	50%	50%

**ITEM 6. [Reserved]**

## ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### 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. Discussion of items for the year ended December 31, 2023 and variance drivers between the year ended December 31, 2024 as compared to December 31, 2023 are not included herein and can be found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our [annual report on Form 10-K for the fiscal year ended December 31, 2024](#).

Our discussion and analysis includes the following subjects:

- [Overview](#)
- [Overview of Significant Events](#)
- [Market Environment](#)
- [Results of Operations](#)
- [Liquidity and Capital Resources](#)
- [Summary of Critical Accounting Estimates](#)
- [Recent Accounting Standards](#)

### Overview

We are a limited partnership formed by Cheniere to provide clean, secure and affordable LNG to integrated energy companies, utilities and energy trading companies around the world. We own the natural gas liquefaction and export facility in Cameron Parish, Louisiana at Sabine Pass. Our long-term counterparty arrangements form the foundation of our business and provide us with significant, stable, long-term cash flows. For further discussion of our business, see [Items 1. and 2. Business and Properties](#). We believe that continued global demand for natural gas and LNG, as further described in [Market Factors and Competition](#) in Items 1. and 2. Business and Properties, as well as the current geopolitical environment that has intensified the demand for supply security, should enable us to enter into long-term agreements and provide a foundation for additional growth in our business in the future.

### Overview of Significant Events

Our significant events since January 1, 2025 and through the filing date of this Form 10-K include the following:

#### *Strategic*

- In June 2025, certain of our subsidiaries updated the SPL Expansion Project’s FERC application, originally filed in February 2024, to reflect a two-phased project, inclusive of three liquefaction trains and supporting infrastructure, maintaining an expected total peak production capacity of up to approximately 20 mtpa of LNG, inclusive of estimated debottlenecking opportunities.

#### *Operational*

- As of February 20, 2026, over 3,270 cumulative LNG cargoes totaling over 225 million tonnes of LNG have been produced, loaded and exported from the Liquefaction Project.
- During the second quarter of 2025, we completed planned large-scale maintenance activities on two Trains at the Liquefaction Project.

## Financial

- In December 2025, SPL redeemed \$300 million aggregate principal amount of its 5.875% Senior Secured Notes due 2026 (the “2026 SPL Senior Notes”) and subsequently in February 2026, SPL redeemed the remaining \$200 million aggregate principal amount of its 2026 SPL Senior Notes.
- We declared aggregate distributions of \$3.29 per common unit for the year ended December 31, 2025. On January 28, 2026, with respect to the fourth quarter of 2025, we declared a cash distribution of \$0.830 per common unit to unitholders of record as of February 9, 2026, and the related general partner distribution, which was paid on February 13, 2026. These distributions consist of a base amount of \$0.775 per unit and a variable amount of \$0.055 per unit.
- In July 2025, we issued and sold \$1.0 billion aggregate principal amount of 5.550% Senior Notes due 2035, and the net proceeds, together with cash on hand, were used to redeem \$1.0 billion of the aggregate principal amount of SPL’s 2026 SPL Senior Notes.
- In March 2025, SPL repaid the remaining \$300 million aggregate principal amount outstanding of its 5.625% Senior Secured Notes due 2025 at maturity.
- In February 2025, Fitch Ratings upgraded the issuer credit rating of CQP to BBB from BBB- with a stable outlook. In June 2025, S&P Global Ratings concurrently assigned a BBB rating to the 2035 CQP Senior Notes and upgraded the remaining unsecured CQP notes to BBB from BBB-. In November 2025, S&P further upgraded the issuer credit rating of CQP and unsecured CQP notes to BBB+ from BBB and revised its outlook on SPL’s issuer credit rating to positive from stable in December 2025.

## Market Environment

Our results of operations are affected by the market environment in which we operate, including known trends and uncertainties, macroeconomic factors and other external environmental factors.

With just under 20 mtpa of year on year (“YoY”) increase in LNG supplies globally in 2025, the LNG market is transitioning from a multi-year state of tight market conditions into a period of rapid growth. The continued ramp up in new LNG supplies from the U.S. and Canada mark the start of a more ample supply landscape which is expected to loosen global balances over the next few years and result in a more moderate and stable price environment for LNG. Sustained downward pressure on global prices could potentially unlock latent demand that has otherwise been priced out since the disruption of Russian natural gas supply to Europe.

The increase in supply corresponded to a 5% YoY uptick in trade, which was primarily supported by Europe and the Middle East and North Africa (“MENA”) region amid weaker demand in Asia. Europe’s demand for LNG increased approximately 27% YoY in 2025 reaching a record level of approximately 125 mtpa. The main driver for this growth continues to be the replacement of Russian natural gas and the replenishment of underground storage inventories. We expect this driver to continue to play an important role in keeping LNG demand in Europe resilient, especially in light of the European Parliament’s vote to ban all residual Russian natural gas, including Russian LNG by 2027. The MENA region also contributed to demand growth in 2025 with imports increasing 7 mtpa or 62% versus 2024. Egypt was the main driver of this increase as it resorted to additional LNG imports to satisfy its growing domestic energy needs and supplement its own natural gas production.

Asia’s LNG consumption however was down about 4% in 2025, dropping by 12 mtpa to 270 mtpa. While many of the major markets in Asia saw YoY declines, China’s was the largest, representing nearly the entire YoY change in the region. China’s LNG imports declined 16% or 12 mtpa YoY, due to broader, likely transient macro-economic challenges. Natural gas demand growth in China slowed in 2025 and higher piped natural gas flows from Russia and robust domestic natural gas production decreased the call on LNG.

Despite weaker demand in Asia and an easing in geopolitical conflicts during the second half of 2025, average prices remained elevated versus 2024. The Japan Korea Marker (“JKM”) monthly settlement prices in 2025 averaged \$12.71 per MMBtu, 7.5% higher YoY while those for Title Transfer Facilities (“TTF”) averaged \$12.04 per MMBtu, 10.3% higher YoY. Strong storage injections, an increase in LNG supply and expectations of mild weather resulted in downward pressure in the second half of the year with monthly settlements averaging at least \$1.76 per MMBtu lower for JKM and \$2.34 per MMBtu lower for TTF versus the first half of the year. Henry Hub monthly settlements averaged \$3.43 per MMBtu during 2025.

As referenced above, expectations of significant LNG capacity expansions in the next few years, and the recent momentum in FIDs if continued, are likely to keep the price trajectory trending lower in Asia and Europe. We expect the price elastic markets, particularly in Asia, to respond to the increased availability and affordability of supply by growing imports to satisfy latent demand as well as organic longer-term growth.

## Results of Operations

	Year Ended December 31,		Variance
	2025	2024	
<i>(in millions, except per unit data)</i>			
<b>Revenues</b>			
LNG revenues	\$ 8,200	\$ 6,550	\$ 1,650
LNG revenues—affiliate	2,358	1,954	404
Regasification revenues	136	135	1
Other revenues	64	65	(1)
Total revenues	10,758	8,704	2,054
<b>Operating costs and expenses</b>			
Cost of sales (excluding operating and maintenance expense and depreciation and amortization expense shown separately below)	5,145	3,570	1,575
Cost of sales—affiliate	—	4	(4)
Operating and maintenance expense	904	824	80
Operating and maintenance expense—affiliate	177	172	5
Operating and maintenance expense—related party	28	58	(30)
General and administrative expense	12	10	2
General and administrative expense—affiliate	93	90	3
Depreciation and amortization expense	688	680	8
Other operating costs and expenses	4	14	(10)
Other operating costs and expenses—affiliate	1	2	(1)
Total operating costs and expenses	7,052	5,424	1,628
Income from operations	3,706	3,280	426
<b>Other income (expense)</b>			
Interest expense, net of capitalized interest	(753)	(800)	47
Loss on modification or extinguishment of debt	(8)	(3)	(5)
Interest and dividend income	18	33	(15)
Other income—affiliate	24	—	24
Total other expense	(719)	(770)	51
Net income	\$ 2,987	\$ 2,510	\$ 477
Basic and diluted net income per common unit	\$ 5.17	\$ 4.25	\$ 0.92

## Volumes loaded and recognized from the Liquefaction Project

	Year Ended December 31,		Variance
	2025	2024	
Volumes loaded and recognized as revenues (in TBtu)	1,546	1,567	(21)

## 2025 vs. 2024

Net income increased by \$477 million during the year ended December 31, 2025 as compared to the same period of 2024 primarily due to \$344 million of favorable changes in the fair value of agreements accounted for as derivative instruments and a \$199 million increase in revenues, net of cost of natural gas feedstock, from increased Henry Hub pricing. These increases were

partially offset by a \$63 million decrease in revenues, net of natural gas feedstock, from decreased volume of LNG loaded and recognized between the years. The following is an expanded discussion of the significant drivers of the variance in net income by line item.

*Total revenues*

The \$2.1 billion increase in total revenues during the year ended December 31, 2025 as compared to the same period of 2024 was primarily due to:

- \$2.1 billion increase from higher pricing per MMBtu as a result of increased Henry Hub pricing; partially offset by
- \$140 million decrease from lower production volume primarily due to the planned large-scale maintenance activities on two trains at the Liquefaction Project.

*Total operating costs and expenses*

The \$1.6 billion increase in total operating costs and expenses during the year ended December 31, 2025 as compared to the same period of 2024 was primarily attributable to:

- \$1.9 billion increase in the cost of natural gas feedstock largely due to the increase in U.S. natural gas prices; and
- \$55 million increase in operating and maintenance expense (including affiliate and related party), mainly as a result of the planned large-scale maintenance activities on two trains at the Liquefaction Project; partially offset by
- \$344 million of gains from changes in fair value of agreements accounted for as derivative instruments included in cost of sales, largely due to favorable changes on our IPM agreements from the narrowing of global and U.S. domestic natural gas spreads and the effect of relative change in volatilities of applicable global and U.S. domestic natural gas prices, partially offset by changes in market-based locational forward price differentials for North American natural gas deliveries.

*Total other expense*

The \$51 million favorable variance in total other expense during the year ended December 31, 2025 as compared to the same period of 2024 was primarily attributable to:

- \$47 million decrease in interest expense, net of capitalized interest, substantially all due to a decrease in gross interest cost because of a decrease in total indebtedness as debt continued to be paid down as part of Cheniere's long-term capital allocation plan — see [Note 10—Debt](#) for our outstanding debt balances as of December 31, 2025 and 2024.

***Significant factors affecting our results of operations***

Below are significant factors that affect our results of operations.

*Gains and losses on derivative instruments*

Derivative instruments, which we use to manage certain risks, are reported at fair value in our Consolidated Financial Statements, unless they satisfy criteria for, and we elect, the normal purchases and normal sales exception which applies the accrual method of accounting, as described in [Note 3—Summary of Significant Accounting Policies](#) of our Notes to Consolidated Financial Statements. For commodity derivative instruments, including those related to our IPM agreements, the underlying LNG sales being economically hedged are accounted for under the accrual method of accounting, whereby revenues expected to be derived from the future LNG sales are recognized only upon delivery or realization of the underlying transaction. Notwithstanding the operational intent to mitigate risk exposure over time, the recognition of derivative instruments at fair value has the effect of recognizing gains or losses relating to future period exposure, and given the significant volumes, long-term duration and volatility in price basis for certain of our derivative contracts, the use of derivative instruments may result in continued volatility of our results of operations based on changes in market pricing, counterparty credit risk and other relevant factors that may be outside of our control. For example, as described in [Note 7—Derivative Instruments](#) of our Notes to Consolidated Financial Statements, the fair value of the Liquefaction Supply Derivatives incorporates, as applicable, market participant-based assumptions pertaining to certain contractual uncertainties, including those related to the availability of

market information for delivery points, which may require future development of infrastructure, as well as the timing of satisfaction of certain events or development of infrastructure to support natural gas gathering and transport. We may recognize changes in fair value through earnings that could significantly impact our results of operations if and when such uncertainties are resolved.

Additionally, see [Items 1. and 2. Business and Properties](#) for discussion of our business seasonality.

### Liquidity and Capital Resources

The following information describes our ability to generate and obtain adequate amounts of cash to meet our requirements in the short term and the long term. In the short term, we expect to meet our cash requirements using operating cash flows and available liquidity, consisting of cash and cash equivalents, restricted cash and cash equivalents and available commitments under our credit facilities. Additionally, we expect to meet our long term cash requirements by using operating cash flows and other future potential sources of liquidity, which may include debt offerings by us or our subsidiaries and equity offerings by us.

The table below provides a summary of our available liquidity (in millions). Future material sources of liquidity are discussed below.

	December 31, 2025
Cash and cash equivalents	\$ 182
Restricted cash and cash equivalents designated for the Liquefaction Project	19
Available commitments under our credit facilities (1):	
SPL Revolving Credit Facility	824
CQP Revolving Credit Facility	1,000
Total available commitments under our credit facilities	1,824
Total available liquidity	\$ 2,025

(1) Available commitments represent total commitments less loans outstanding and letters of credit issued under each of our credit facilities as of December 31, 2025. See [Note 10—Debt](#) of our Notes to Consolidated Financial Statements for additional information on our credit facilities and other debt instruments.

Our liquidity position subsequent to December 31, 2025 will be driven by future sources of liquidity and future cash requirements, as further discussed under the caption *Future Sources and Uses of Liquidity*.

Although our sources and uses of cash are presented below from a consolidated standpoint, we and our subsidiary SPL operate with independent capital structures. Certain restrictions or requirements under debt instruments executed by SPL limit its ability to distribute cash, including the following:

- SPL is required to deposit all cash received into restricted cash and cash equivalents accounts under certain of their debt agreements. The usage or withdrawal of such cash is restricted to the payment of liabilities related to the Liquefaction Project and other restricted payments. In addition, SPL's operating costs are managed by subsidiaries of Cheniere under affiliate agreements, which may require SPL to advance cash to the respective affiliates; and
- SPL is restricted by affirmative and negative covenants included in certain of its debt agreements in its ability to make certain payments, including distributions, unless specific requirements are satisfied. See [Note 10—Debt](#) of our Notes to Consolidated Financial Statements for additional information on these covenants.

Despite the restrictions noted above, we believe that sufficient flexibility exists to enable each independent capital structure to meet its currently anticipated cash requirements. The sources of liquidity at SPL primarily fund the cash requirements of SPL, and any remaining liquidity not subject to restriction, as supplemented by liquidity provided by SPLNG, is available to enable CQP to meet its cash requirements.

### ***Supplemental Guarantor Information***

Certain debt obligations of CQP (the “**Guaranteed Obligations**”), consisting of the \$1.5 billion of 4.500% Senior Notes due 2029, \$1.5 billion of 4.000% Senior Notes due 2031, \$1.2 billion of 3.25% Senior Notes due 2032, \$1.4 billion of 5.950% Senior Notes due 2033, \$1.2 billion of 5.750% Senior Notes due 2034 and \$1.0 billion of 5.550% Senior Notes due 2035 (collectively, the “**CQP Senior Notes**”) are jointly and severally guaranteed by certain subsidiaries of CQP (each a “**Guarantor**” and collectively, the “**CQP Guarantors**”), as prescribed within the respective debt agreements governing such Guaranteed Obligation.

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

The Guaranteed Obligations contain affirmative and negative covenants that are customary for the respective debt instrument, including, with limited exceptions, restrictions on CQP’s and the CQP Guarantors’ ability to incur additional indebtedness and/or liens, enter into hedging arrangements and/or engage in transactions with affiliates. The Guaranteed Obligations also include events of default that are customary for the respective debt instrument, which are subject to customary grace periods and materiality standards.

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

The following tables include summarized financial information of CQP (the “**Parent Issuer**”) and the CQP Guarantors (together with the Parent Issuer, the “**Obligor Group**”) on a combined basis. Investments in and equity in the earnings of SPL and, subject to certain conditions governing its guarantee, certain other subsidiaries of CQP (collectively with SPL, the “**Non-Guarantors**”), which are not currently members of the Obligor Group, have been excluded. Intercompany balances and transactions between entities in the Obligor Group have been eliminated. Although the creditors of the Obligor Group have no claim against the Non-Guarantors, the Obligor Group may gain access to the assets of the Non-Guarantors upon bankruptcy, liquidation or reorganization of the Non-Guarantors due to its investment in these entities. However, such claims to the assets of the Non-Guarantors would be subordinated to any claims by the Non-Guarantors’ creditors, including trade creditors.

**Summarized Balance Sheets (in millions)**

	December 31, 2025	December 31, 2024
<b>ASSETS</b>		
Current assets		
Current assets, net	\$ 226	\$ 312
Current assets—affiliate	146	103
Current assets with Non-Guarantors	56	53
Total current assets	428	468
Non-current assets, net	2,851	3,034
Total assets	\$ 3,279	\$ 3,502
<b>LIABILITIES</b>		
Current liabilities		
Current liabilities	\$ 154	\$ 148
Current liabilities—affiliate	50	57
Current liabilities due to Non-Guarantors	151	120
Total current liabilities	355	325
Long-term debt, net of premium, discount and debt issuance costs	7,724	6,731
Other non-current liabilities	130	141
Non-current liabilities—affiliate	18	18
Total liabilities	\$ 8,227	\$ 7,215

**Summarized Statement of Operations (in millions)**

	Year Ended December 31, 2025
Revenues	\$ 200
Revenues from Non-Guarantors	557
Total revenues	757
Operating costs and expenses	256
Operating costs and expenses—affiliate	214
Operating costs and expenses—Non-Guarantors	1
Total operating costs and expenses	471
Income from operations	286
Net loss	\$ (70)

***Future Sources and Uses of Liquidity***

The following discussion of our future sources and uses of liquidity includes estimates that reflect management’s assumptions and currently known market conditions and other factors as of December 31, 2025. Estimates are not guarantees of future performance and actual results may differ materially as a result of a variety of factors described in this annual report on Form 10-K.

***Future Sources of Liquidity under Executed Contracts***

We expect future material sources of liquidity to be derived from our long-term customer arrangements and structured cash flows under our SPAs. As described in [Items 1. and 2. Business and Properties](#), these contracts with creditworthy counterparties form the foundation of our business and provide us with significant, stable, long-term cash flows.

We are contractually entitled to significant future consideration contracted under our long-term SPAs that has not yet been recognized as revenue. The timing of revenue recognition under GAAP may not align with cash receipts, although we do not consider the timing difference to be significant to our future liquidity. In addition, a significant portion of this future

consideration is subject to variability as discussed more specifically below. We have estimated revenues under agreements with terms dependent on project milestone dates based on the estimated dates as of December 31, 2025. The following table summarizes our estimate of revenues to be received from executed long-term SPAs as of December 31, 2025 (in billions):

	Estimated Revenues Under Executed SPAs by Period (1) (2)			
	2026	2027 - 2030	Thereafter	Total
LNG revenues (fixed fees)	\$ 3.7	\$ 13.7	\$ 24.1	\$ 41.5
LNG revenues (variable fees) (3)	6.2	21.6	43.4	71.2
Total	\$ 9.9	\$ 35.3	\$ 67.5	\$ 112.7

- (1) LNG revenues exclude revenues from contracts with original expected durations of one year or less.
- (2) LNG revenues (including \$0.5 billion and \$1.0 billion of fixed fees and variable fees, respectively, from affiliates) exclude the SPAs with Cheniere Marketing associated with our IPM agreements, for which pricing is linked to international natural gas prices.
- (3) LNG revenues (variable fees) reflect the assumption of delivery of all contractual volumes, irrespective of any contractual right of non-delivery. LNG revenues (variable fees) are based on estimated forward prices and basis spreads as of December 31, 2025.

Under our SPAs and IPM agreements currently in effect, we have contracted approximately 85% of the total anticipated production through the mid-2030s from our liquefaction capacity that is currently in construction or operation. Additionally, there are SPAs that Cheniere Marketing currently holds that may be novated to us in the future. As described in [General](#), under our SPAs, customers purchase LNG on an FOB basis generally for a price consisting of a fixed fee per MMBtu of LNG (a portion of which is subject to annual adjustment for inflation) plus a variable fee per MMBtu of LNG generally equal to 115% of Henry Hub. The variable fees under our SPAs were generally sized with the intention to cover the supply and transportation of natural gas and the liquefaction fuel consumed to produce the LNG to be sold under each such SPA, thus limiting our exposure to future U.S. natural gas price increases. Certain customers may elect to cancel or suspend deliveries of LNG cargoes, with advance notice as governed by each respective SPA, in which case the customers would still be required to pay the fixed fee with respect to the contracted volumes that are not delivered as a result of such cancellation or suspension.

The table above excludes an SPA with Cheniere Marketing under which we sell LNG at pricing linked to the same global gas market prices as one of our IPM agreements. The IPM agreements, under which we pay for natural gas feedstock based on global gas prices less liquefaction fees and certain costs incurred by us, generate a take-or-pay style fixed liquefaction fee when viewed in conjunction with the associated SPA. As of December 31, 2025, we expect to generate liquidity from the approximately 531 TBtu of LNG yet to be delivered under an SPA with Cheniere Marketing, which has a remaining fixed term of 12 years, and we had not yet executed an SPA for the approximately 669 TBtu associated with our other IPM agreement.

#### *Additional Future Sources of Liquidity*

##### *Available Commitments under Credit Facilities*

As of December 31, 2025, we had \$1.8 billion in available commitments under our credit facilities, as detailed earlier in the table summarizing our available liquidity, subject to compliance with the applicable covenants, to potentially meet liquidity needs. Our credit facilities mature in 2028.

##### *Disciplined Accretive Growth*

Our significant land position at the Sabine Pass LNG Terminal provides potential development and investment opportunities for further liquefaction capacity expansion at a strategically advantaged location with proximity to pipeline infrastructure and resources. In June 2025, certain of our subsidiaries updated the SPL Expansion Project's FERC application, originally filed in February 2024, to reflect a two-phased project, inclusive of three liquefaction trains and supporting infrastructure, maintaining an expected total peak production capacity of up to approximately 20 mtpa of LNG, inclusive of estimated debottlenecking opportunities. The development of this site or other projects, including infrastructure projects in support of natural gas supply and LNG demand, will require, among other things, acceptable commercial and financing arrangements before a positive FID is made.

*Future Cash Requirements for Operations and Capital Expenditures under Executed Contracts*

We are committed to make future cash payments for operations and capital expenditures pursuant to certain of our contracts. The following table summarizes our estimate of material cash requirements for operations related to our core operations under executed contracts as of December 31, 2025 (in billions):

	Estimated Payments Due Under Executed Contracts by Period (1)			
	2026	2027 - 2030	Thereafter	Total
Purchase obligations (2):				
Natural gas supply agreements excluding our IPM agreements (3) (4) \$	4.4	\$ 7.5	\$ 0.5	\$ 12.4
Natural gas transportation and storage service agreements	0.3	1.1	1.8	3.2
Other purchase obligations (5)	0.1	0.4	1.0	1.5
Leases (6)	—	0.1	0.1	0.2
Total	\$ 4.8	\$ 9.1	\$ 3.4	\$ 17.3

- (1) Agreements in force as of December 31, 2025 that have terms dependent on project milestone dates are based on the estimated dates as of December 31, 2025.
- (2) Purchase obligations consist of agreements to purchase goods or services that are enforceable and legally binding that specify fixed or minimum quantities to be purchased. We include contracts for which we have an early termination option if the option is not currently expected to be exercised. We include contracts with unsatisfied contractual conditions if the conditions are currently expected to be met.
- (3) Natural gas supply agreements exclude the IPM agreements, which, as described in *Future Sources of Liquidity under Executed Contracts*, are structured to generate a fixed margin when viewed in conjunction with the associated SPAs with Cheniere Marketing.
- (4) Pricing of natural gas supply agreements is based on estimated forward prices and basis spreads as of December 31, 2025.
- (5) Other purchase obligations include \$1.3 billion of purchase obligations to affiliates under service agreements.
- (6) Leases include payments under operating leases and finance leases. Payments during future renewal option periods that are exercisable at our sole discretion are included only to the extent that the option is believed to be reasonably certain to be exercised.

*Natural Gas Supply, Transportation and Storage Service Agreements*

Excluding IPM agreements, we have secured approximately 3,406 TBtu of natural gas feedstock for the Liquefaction Project through long-term natural gas supply agreements with remaining fixed terms of up to 6 years. As of December 31, 2025, we have secured approximately 73% of the natural gas supply required to support the total forecasted production capacity of the Liquefaction Project during 2026, excluding the 3% of which has been secured under our IPM agreements. Natural gas supply secured decreases as a percentage of forecasted production capacity beyond 2026. As further described in *Future Sources of Liquidity under Executed Contracts*, the pricing structure of our SPAs often incorporates a variable fee per MMBtu of LNG generally equal to 115% of Henry Hub, thus limiting our net exposure to future increases in natural gas prices.

To ensure that we are able to transport natural gas feedstock to the Sabine Pass LNG Terminal, we have transportation precedent and other agreements to secure firm pipeline transportation capacity from CTPL and third party interstate and intrastate pipeline companies. We have also entered into firm storage services agreements with third parties to assist in managing variability in natural gas needs for the Liquefaction Project.

*Capital Expenditures*

Although we do not currently have any material capital expenditures under executed contracts, we expect to incur ongoing capital expenditures to maintain our facilities and other assets, as well as to optimize our existing assets and purchase new assets that are intended to grow our productive capacity. See *Disciplined Accretive Growth* section for further discussion.

*Leases*

Our obligations under our lease arrangements primarily consist of leases for the use of tug vessels and land sites.

*Additional Future Cash Requirements for Operations and Capital Expenditures*

*Operational Services*

We rely on our general partner to manage all aspects of the development, construction, operation and maintenance of the Sabine Pass LNG Terminal and to conduct our business. Because our general partner has no employees, it relies on subsidiaries of Cheniere to provide, through services agreements our subsidiaries have with them, the personnel necessary to allow it to meet its management obligations to us and our subsidiaries. As described in [Note 13—Related Party Transactions](#), our payment structures under the services agreements primarily consist of cost reimbursement, plus a compensating fee based on a fixed amount (indexed for inflation) per Train in service. Prior to the substantial completion of a Train, a compensating fee is charged based on a percentage of the capital expenditures of the Train under construction.

As of December 31, 2025, Cheniere and its subsidiaries had 1,717 full-time employees, including 508 employees who directly supported the Sabine Pass LNG Terminal operations.

*Disciplined Accretive Growth*

The FID of any expansion projects, including the SPL Expansion Project, will result in additional cash requirements to fund the construction and operations of such projects in excess of our current contractual obligations under executed contracts discussed above, although expansion may be designed to leverage shared infrastructure to reduce the incremental costs of any potential expansion.

*Future Cash Requirements for Financing under Executed Contracts*

We are committed to make future cash payments for financing pursuant to certain of our contracts. The following table summarizes our estimate of material cash requirements for financing under executed contracts as of December 31, 2025 (in billions):

	Estimated Payments Due Under Executed Contracts by Period (1) (2)			
	2026	2027 - 2030	Thereafter	Total
Debt	\$ 0.3	\$ 6.9	\$ 7.4	\$ 14.6
Interest payments	0.7	2.1	1.1	3.9
Total	\$ 1.0	\$ 9.0	\$ 8.5	\$ 18.5

- (1) Debt and interest payments are based on the total debt balance, scheduled contractual maturities and fixed or estimated forward interest rates in effect at December 31, 2025. Debt and interest payments do not contemplate repurchases, repayments and retirements that we may make prior to contractual maturity.
- (2) Table excludes payments under finance leases, which are included in *Future Cash Requirements for Operations and Capital Expenditures under Executed Contracts* table above.

*Debt*

As of December 31, 2025, our debt complex was comprised of senior notes with an aggregate outstanding principal balance of \$14.6 billion and credit facilities with no outstanding loan balances. As of December 31, 2025, we and SPL were in compliance with all covenants related to their respective debt agreements. Further discussion of our debt obligations, including the restrictions imposed by these arrangements, can be found in [Note 10—Debt](#) of our Notes to Consolidated Financial Statements.

*Interest*

As of December 31, 2025, our senior notes had a weighted average contractual interest rate of 4.73%. Interest on borrowings under our credit facilities is indexed to SOFR, and we are subject to interest rates on outstanding balances,

commitment fees on undrawn balances and letter of credit fees on issued letters of credit. We had \$176 million aggregate amount of issued letters of credit under our credit facilities as of December 31, 2025. Further details of our credit facilities can be found in [Note 10—Debt](#) of our Notes to Consolidated Financial Statements.

*Additional Future Cash Requirements for Financing*

*CQP Distribution*

Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash, which, as defined in our partnership agreement, consists of 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.

*Capital Allocation Plan*

In June 2024, the board of directors of Cheniere approved an updated comprehensive long-term capital allocation plan, which may involve the repayment, redemption or repurchase, on the open market or otherwise, of debt, including senior notes of CQP and SPL.

**Sources and Uses of Cash**

The following table summarizes the sources and uses of our cash, cash equivalents and restricted cash and cash equivalents (in millions). 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.

	Year Ended December 31,	
	2025	2024
Net cash provided by operating activities	\$ 2,768	\$ 2,968
Net cash used in investing activities	(204)	(162)
Net cash used in financing activities	(2,742)	(3,058)
Net decrease in cash, cash equivalents and restricted cash and cash equivalents	\$ (178)	\$ (252)

*Operating Cash Flows*

The \$200 million decrease between the periods was primarily related to decreased cash flows attributed to working capital, mainly due to differences in timing of cash collections from the sale of LNG cargoes, which was partially offset by higher net cash inflows from LNG sales, as explained above in [Results of Operations](#).

*Investing Cash Flows*

Cash outflows for property, plant and equipment during the years ended December 31, 2025 and 2024 were primarily related to optimization and other site improvement projects.

*Financing Cash Flows*

The following table summarizes our financing activities (in millions):

	Year Ended December 31,	
	2025	2024
Proceeds from issuances of debt and borrowings	\$ 1,262	\$ 1,228
Redemptions and repayments of debt	(1,917)	(2,030)
Distributions	(2,064)	(2,235)
Other	(23)	(21)
Net cash used in financing activities	\$ (2,742)	\$ (3,058)

*Proceeds from Issuances of Debt and Borrowings*

The following table shows the proceeds from issuances of debt and borrowings, including intra-year activity (in millions):

	Year Ended December 31,	
	2025	2024
<b>CQP:</b>		
5.750% Senior Notes due 2034	\$ —	\$ 1,198
5.550% Senior Notes due 2035	997	—
<b>SPL:</b>		
SPL Revolving Credit Facility	265	30
Total proceeds from issuances of debt and borrowings	<u>\$ 1,262</u>	<u>\$ 1,228</u>

*Debt Redemptions and Repayments*

The following table shows the redemptions and repayments of debt, including intra-year activity (in millions):

	Year Ended December 31,	
	2025	2024
<b>SPL:</b>		
5.750% Senior Notes due 2024	\$ —	\$ (300)
5.625% Senior Notes due 2025	(300)	(1,700)
5.875% Senior Notes due 2026	(1,300)	—
4.746% weighted average rate Senior Notes due 2037	(52)	—
SPL Revolving Credit Facility	(265)	(30)
Total redemptions and repayments of debt	<u>\$ (1,917)</u>	<u>\$ (2,030)</u>

*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 years ended December 31, 2025 and 2024:

Date Paid	Period Covered by Distribution	Distribution Per Common Unit	Total Distribution (in millions)		
			Common Units	General Partner Units	Incentive Distribution Rights
November 14, 2025	July 1 - September 30, 2025	\$ 0.830	\$ 402	\$ 10	\$ 108
August 14, 2025	April 1 - June 30, 2025	0.820	397	10	104
May 15, 2025	January 1 - March 31, 2025	0.820	397	10	104
February 14, 2025	October 1 - December 31, 2024	0.820	397	10	104
November 14, 2024	July 1 - September 30, 2024	\$ 0.810	\$ 392	\$ 10	\$ 99
August 14, 2024	April 1 - June 30, 2024	0.810	392	10	99
May 15, 2024	January 1 - March 31, 2024	0.810	392	10	99
February 14, 2024	October 1 - December 31, 2023	1.035	501	14	204

In addition, Tug Services distributed \$12 million and \$13 million during the years ended December 31, 2025 and 2024, respectively, to Cheniere Terminals in accordance with their terminal marine service agreement, which is recognized as part of the distributions to the holder of our general partner interest. Refer to [Note 13—Related Party Transactions](#) of our Notes to Consolidated Financial Statements for further discussion of this agreement.

On January 28, 2026, with respect to the fourth quarter of 2025, we declared a cash distribution of \$0.830 per common unit to unitholders of record as of February 9, 2026, and the related general partner distribution, which was paid on February 13, 2026. These distributions consist of a base amount of \$0.775 per unit and a variable amount of \$0.055 per unit.

### 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. Management evaluates its estimates and related assumptions regularly, including those related to the valuation of derivative instruments. Changes in facts and circumstances or additional information may result in revised estimates, and actual results may differ from these estimates. Management considers the following to be its most critical accounting estimates that involve significant judgment.

#### *Fair Value of Level 3 Liquefaction Supply Derivatives*

Our derivative instruments are recorded at fair value unless they satisfy criteria for, and we elect, the normal purchases and normal sales exception, as described in [Note 3—Summary of Significant Accounting Policies](#) of our Notes to Consolidated Financial Statements. We record changes in the fair value of our derivative positions through earnings based on the value for which the derivative instrument could be exchanged between willing parties. Valuation of our liquefaction supply derivative contracts is often developed through the use of internal models which includes significant unobservable inputs representing Level 3 fair value measurements as further described in [Note 3—Summary of Significant Accounting Policies](#) of our Notes to Consolidated Financial Statements. In instances where observable data is unavailable, consideration is given to the assumptions that market participants may use in valuing the asset or liability. To the extent valued using an option pricing model, we consider the future prices of energy units for unobservable periods to be a significant unobservable input to estimated net fair value. In estimating the future prices of energy units, we make judgments about market risk related to liquidity of commodity indices and volatility utilizing available market data. Changes in facts and circumstances or additional information may result in revised estimates and judgments, and actual results may differ from these estimates and judgments. We derive our volatility assumptions based on observed historical settled global LNG market pricing or accepted proxies for global LNG market pricing as well as settled domestic natural gas pricing. Such volatility assumptions also contemplate, as of the balance sheet date, observable forward curve data of such indices, as well as evolving available industry data and independent studies. In developing our volatility assumptions, we acknowledge that the global LNG industry is inherently influenced by events such as unplanned supply constraints, geopolitical incidents, unusual climate events including drought and uncommonly mild, by historical standards, winters and summers, and real or threatened disruptive operational impacts to global energy infrastructure. Our current estimate of volatility does not exclude the impact of otherwise rare events unless we believe market participants would exclude such events on account of their assertion that those events were specific to our company and deemed within our control.

Our fair value estimates incorporate market participant-based assumptions pertaining to applicable contractual uncertainties, including those related to the availability of market information for delivery points, as well as the timing of both satisfaction of contractual events or states of affairs and delivery commencement. We may recognize changes in fair value through earnings that could be significant to our results of operations if and when such uncertainties are resolved.

Additionally, the valuation of certain liquefaction supply derivatives requires significant judgment in estimating underlying forward commodity curves due to periods of unobservability or limited liquidity. Such valuations are more susceptible to variability particularly when markets are volatile. Provided below are the changes in fair value from valuation of liquefaction supply derivatives valued through the use of internal models which incorporate significant unobservable inputs for the years ended December 31, 2025 and 2024 (in millions). The changes in fair value shown are limited to instruments still held at the end of each respective period.

	Year Ended December 31,	
	2025	2024
Favorable changes in fair value of liquefaction supply derivatives still held at the end of the period	\$ 620	\$ 184

The changes in fair value on instruments held at the end of both years are primarily attributed to a significant variance in the estimated and observable forward international LNG commodity prices on our IPM agreements in effect during the years ended December 31, 2025 and 2024.

The estimated fair value of level 3 liquefaction supply derivatives recognized in our Consolidated Balance Sheets as of December 31, 2025 and 2024 amounted to a liability of \$500 million and \$1.3 billion, respectively.

The ultimate fair value of our derivative instruments is uncertain, and we believe that it is reasonably possible that a material change in the estimated fair value could occur in the near future, particularly as it relates to commodity prices impacting the valuation of our liquefaction supply derivatives, given the level of volatility to which such prices are subjected. See [Item 7A. Quantitative and Qualitative Disclosures About Market Risk](#) for further analysis of the sensitivity of the fair value of our derivatives to hypothetical changes in underlying prices.

#### Recent Accounting Standards

For a summary of recently issued accounting standards, see [Note 3—Summary of Significant Accounting Policies](#) of our Notes to Consolidated Financial Statements.

### ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

#### Marketing and Trading Commodity Price Risk

We have commodity derivatives consisting of natural gas supply contracts for the operation of the Liquefaction Project, as well as the associated economic hedges (collectively, the “**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 commodity price for natural gas for each delivery location as follows (in millions):

	December 31, 2025		December 31, 2024	
	Fair Value	Change in Fair Value	Fair Value	Change in Fair Value
Liquefaction Supply Derivatives	\$ (523)	\$ 588	\$ (1,281)	\$ 342

See [Note 7—Derivative Instruments](#) of our Notes to Consolidated Financial Statements for additional details about our commodity derivative instruments.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

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## Report of Independent Registered Public Accounting Firm

To the Unitholders of Cheniere Energy Partners, L.P. and  
Board of Directors of Cheniere Energy Partners GP, LLC  
Cheniere Energy Partners, L.P.:

### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Cheniere Energy Partners, L.P. and subsidiaries (the Partnership) as of December 31, 2025 and 2024, the related consolidated statements of operations, partners' equity (deficit), and cash flows for each of the years in the three-year period ended December 31, 2025, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Partnership as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Partnership's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 25, 2026 expressed an unqualified opinion on the effectiveness of the Partnership's internal control over financial reporting.

### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

### *Critical Audit Matter*

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### *Fair value of the level 3 liquefaction supply derivatives*

As discussed in Notes 3 and 7 to the consolidated financial statements, the Partnership recorded fair value of level 3 liquefaction supply derivatives of \$(500) million as of December 31, 2025, which included the fair value of IPM agreements. The IPM agreements are natural gas supply contracts for the operation of the liquefied natural gas facilities. The fair value of the IPM agreements is developed using internal models, including option pricing models. The models incorporate significant unobservable inputs, including future prices of energy units in unobservable periods and volatility.

We identified the evaluation of the fair value of the level 3 liquefaction supply derivatives for the IPM agreements as a critical audit matter. Specifically, complex auditor judgment and specialized skills and knowledge were required to evaluate the appropriateness and application of the option pricing model as well as the assumptions for future prices of energy units in unobservable periods and volatility.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the valuation of liquefaction supply derivatives, including those under certain IPM agreements. This included controls related to the appropriateness and application of the option pricing model and the evaluation of assumptions for future prices of energy units in unobservable periods and volatility. We involved valuation professionals with specialized skills and knowledge who assisted in testing management's process for developing the fair value of certain IPM agreements by:

- evaluating the design and testing the operating effectiveness of certain internal controls related to the appropriateness and application of the option pricing model
- evaluating the appropriateness and application of the option pricing model by inspecting the contractual agreements and model documentation to determine whether the model is suitable for its intended use
- evaluating the reasonableness of management's assumptions for future prices of energy units in unobservable periods and volatility by comparing to market data.

/s/ KPMG LLP

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KPMG LLP

We have served as the Partnership's auditor since 2014.

Houston, Texas  
February 25, 2026

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Unitholders of Cheniere Energy Partners, L.P. and  
Board of Directors of Cheniere Energy Partners GP, LLC  
Cheniere Energy Partners, L.P.:

### *Opinion on Internal Control Over Financial Reporting*

We have audited Cheniere Energy Partners, L.P. and subsidiaries' (the Partnership) internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Partnership maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Partnership as of December 31, 2025 and 2024, the related consolidated statements of operations, partners' equity (deficit), and cash flows for each of the years in the three-year period ended December 31, 2025, and the related notes (collectively, the consolidated financial statements), and our report dated February 25, 2026 expressed an unqualified opinion on those consolidated financial statements.

### *Basis for Opinion*

The Partnership's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Partnership's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

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KPMG LLP

Houston, Texas  
February 25, 2026

**CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in millions, except per unit data)

	Year Ended December 31,		
	2025	2024	2023
<b>Revenues</b>			
LNG revenues	\$ 8,200	\$ 6,550	\$ 6,991
LNG revenues—affiliate	2,358	1,954	2,475
Regasification revenues	136	135	135
Other revenues	64	65	63
Total revenues	10,758	8,704	9,664
<b>Operating costs and expenses</b>			
Cost of sales (excluding operating and maintenance expense and depreciation and amortization expense shown separately below)	5,145	3,570	2,721
Cost of sales—affiliate	—	4	22
Operating and maintenance expense	904	824	879
Operating and maintenance expense—affiliate	177	172	166
Operating and maintenance expense—related party	28	58	62
General and administrative expense	12	10	10
General and administrative expense—affiliate	93	90	89
Depreciation and amortization expense	688	680	672
Other operating costs and expenses	4	14	6
Other operating costs and expenses—affiliate	1	2	1
Total operating costs and expenses	7,052	5,424	4,628
Income from operations	3,706	3,280	5,036
<b>Other income (expense)</b>			
Interest expense, net of capitalized interest	(753)	(800)	(823)
Loss on modification or extinguishment of debt	(8)	(3)	(6)
Interest and dividend income	18	33	46
Other income, net	—	—	1
Other income—affiliate	24	—	—
Total other expense	(719)	(770)	(782)
Net income	\$ 2,987	\$ 2,510	\$ 4,254
Basic and diluted net income per common unit (1)	\$ 5.17	\$ 4.25	\$ 6.95
Weighted average basic and diluted number of common units outstanding	484.0	484.0	484.0

(1) In computing basic and diluted net income per common unit, net income is reduced by the amount of undistributed net income allocated to participating securities other than common units, as required under the two-class method. See [Note 14—Net Income per Common Unit](#).

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

CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS  
(in millions, except unit data)

	December 31,	
	2025	2024
ASSETS		
Current assets		
Cash and cash equivalents	\$ 182	\$ 270
Restricted cash and cash equivalents	19	109
Trade and other receivables, net of current expected credit losses	511	380
Trade and other receivables—affiliate	238	164
Trade receivables, net of current expected credit losses—related party	—	1
Advances to affiliates	145	101
Inventory	180	151
Current derivative assets	—	84
Prepaid expenses	42	42
Other current assets, net	21	23
Total current assets	1,338	1,325
Property, plant and equipment, net of accumulated depreciation	15,259	15,760
Operating lease assets	76	79
Derivative assets	541	98
Other non-current assets, net	223	191
Total assets	\$ 17,437	\$ 17,453
LIABILITIES AND PARTNERS' EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	\$ 53	\$ 62
Accrued liabilities	990	838
Accrued liabilities—related party	—	5
Current debt, net of unamortized discount and debt issuance costs	306	351
Due to affiliates	57	63
Deferred revenue	119	120
Deferred revenue—affiliate	4	3
Current derivative liabilities	164	250
Other current liabilities	15	20
Total current liabilities	1,708	1,712
Long-term debt, net of unamortized discount and debt issuance costs	14,161	14,761
Derivative liabilities	900	1,213
Other non-current liabilities	231	252
Other non-current liabilities—affiliate	23	24
Total liabilities	17,023	17,962
Commitments and contingencies (see <a href="#">Note 15</a> )		
Partners' equity (deficit)		
Common unitholders' interest (484.0 million units issued and outstanding at both December 31, 2025 and 2024)	3,156	1,821
General partner's interest (2% interest with 10.0 million units issued and outstanding at both December 31, 2025 and 2024)	(2,742)	(2,330)
Total partners' equity (deficit)	414	(509)
Total liabilities and partners' equity (deficit)	\$ 17,437	\$ 17,453

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

CHENIERE ENERGY PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF PARTNERS' EQUITY (DEFICIT)  
(in millions)

	Common Unitholders' Interest		General Partner's Interest		Total Partners' Equity (Deficit)
	Units	Amount	Units	Amount	
Balance at December 31, 2022	484	\$ (1,118)	10	\$ (1,013)	\$ (2,131)
Net income	—	4,169	—	85	4,254
Distributions					
Common units, \$4.16/unit	—	(2,013)	—	—	(2,013)
General partner units	—	—	—	(894)	(894)
Balance at December 31, 2023	484	1,038	10	(1,822)	(784)
Net income	—	2,460	—	50	2,510
Distributions					
Common units, \$3.465/unit	—	(1,677)	—	—	(1,677)
General partner units	—	—	—	(558)	(558)
Balance at December 31, 2024	484	1,821	10	(2,330)	(509)
Net income	—	2,927	—	60	2,987
Distributions					
Common units, \$3.29/unit	—	(1,592)	—	—	(1,592)
General partner units	—	—	—	(472)	(472)
Balance at December 31, 2025	484	\$ 3,156	10	\$ (2,742)	\$ 414

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 millions)**

	Year Ended December 31,		
	2025	2024	2023
Cash flows from operating activities			
Net income	\$ 2,987	\$ 2,510	\$ 4,254
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	688	680	672
Amortization of discount and debt issuance costs	23	26	28
Total gains on derivative instruments, net	(741)	(402)	(2,082)
Net cash provided by (used for) settlement of derivative instruments	(17)	26	(2)
Other, net	26	22	26
Changes in operating assets and liabilities:			
Trade and other receivables	(131)	(7)	254
Trade and other receivables—affiliate	(74)	114	273
Trade receivables—related party	1	(1)	—
Advances to affiliates	(48)	(11)	85
Inventory	(30)	(10)	18
Accounts payable and accrued liabilities	160	6	(467)
Accounts payable and accrued liabilities—related party	(5)	—	(2)
Total deferred revenue	(12)	39	46
Other, net	(53)	(32)	24
Other, net—affiliate	(6)	8	(18)
Net cash provided by operating activities	<u>2,768</u>	<u>2,968</u>	<u>3,109</u>
Cash flows from investing activities			
Property, plant and equipment	(199)	(154)	(220)
Other, net	(5)	(8)	(7)
Net cash used in investing activities	<u>(204)</u>	<u>(162)</u>	<u>(227)</u>
Cash flows from financing activities			
Proceeds from issuances of debt and borrowings	1,262	1,228	1,397
Redemptions and repayments of debt	(1,917)	(2,030)	(1,700)
Distributions	(2,064)	(2,235)	(2,907)
Other	(23)	(21)	(37)
Net cash used in financing activities	<u>(2,742)</u>	<u>(3,058)</u>	<u>(3,247)</u>
Net decrease in cash, cash equivalents and restricted cash and cash equivalents	(178)	(252)	(365)
Cash, cash equivalents and restricted cash and cash equivalents—beginning of period	379	631	996
Cash, cash equivalents and restricted cash and cash equivalents—end of period	<u>\$ 201</u>	<u>\$ 379</u>	<u>\$ 631</u>

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

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

**NOTE 1—ORGANIZATION AND NATURE OF OPERATIONS**

We own a natural gas liquefaction and export facility located in Cameron Parish, Louisiana at Sabine Pass (the “**Sabine Pass LNG Terminal**”), which has natural gas liquefaction facilities with total production capacity of over 30 mtpa of LNG (the “**Liquefaction Project**”) as of December 31, 2025. The Sabine Pass LNG Terminal also has five LNG storage tanks, vaporizers and three marine berths. We also own and operate a 94-mile natural gas supply pipeline that interconnects the Sabine Pass LNG Terminal with several large interstate and intrastate pipelines (the “**Creole Trail Pipeline**”).

We are developing an expansion project to provide additional liquefaction capacity adjacent to the Liquefaction Project, and we are commercializing to support the additional liquefaction capacity associated with this potential expansion project. The development of this project or other projects, including infrastructure projects in support of natural gas supply and LNG demand, will require, among other things, acceptable commercial and financing arrangements before the Board of Directors makes a positive FID.

We do not have employees and thus we and our subsidiaries have various services agreements with affiliates of Cheniere in the ordinary course of business, including services required to construct, operate and maintain the Liquefaction Project, and administrative services. See [Note 13—Related Party Transactions](#) for additional details of the activity under these services agreements during the years ended December 31, 2025, 2024 and 2023.

We are not subject to federal, state or local income taxes, as our partners are taxed individually on their allocable share of our taxable income. Accordingly, no provision or liability for income taxes is included in the accompanying Consolidated Financial Statements. However, certain other state or local taxes owed by our subsidiaries are subject to a state tax sharing arrangement they have with Cheniere, as described in [Note 13—Related Party Transactions](#).

At December 31, 2025, the tax basis of our assets and liabilities was \$10.9 billion less than the reported amounts of our assets and liabilities.

As of December 31, 2025, Cheniere owned 48.6% of our limited partner interest in the form of 239.9 million of our common units. Cheniere also owns 100% of our general partner interest and our incentive distribution rights (“**IDRs**”).

**NOTE 2—UNITHOLDERS’ EQUITY**

The common units represent limited partner interests in us, which entitle the unitholders to participate in partnership distributions and exercise the rights and privileges available to limited partners under our partnership agreement. Although common unitholders are not obligated to fund losses of the Partnership, their capital account, which would be considered in allocating the net assets of the Partnership were it to be liquidated, continues 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 IDRs, which allow the general partner to receive a higher percentage of quarterly distributions of available cash from operating surplus as additional target levels are met, but may transfer these rights separately from its general partner interest. The higher percentages range from 15% to 50%, inclusive of the general partner interest.

Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash, which, as defined in our partnership agreement, is generally our cash on hand at the end of a quarter less the amount of any reserves established by our general partner. All distributions we have paid to date have been made from accumulated operating surplus as defined in the partnership agreement.

As of December 31, 2025, our total securities beneficially owned in the form of common units were held 48.6% by Cheniere, 41.5% by CQP Target Holdco L.L.C. (“**CQP Target Holdco**”) and other affiliates of Blackstone Inc. (“**Blackstone**”) and Brookfield Asset Management Inc. (“**Brookfield**”) and 7.9% by the public. All of our 2% general partner interest was held by Cheniere. CQP Target Holdco’s equity interests are 50.0% owned by BIP Chinook Holdco L.L.C., an affiliate of Blackstone, and 50.0% owned by BIF IV Cypress Aggregator (Delaware) LLC, an affiliate of Brookfield. The ownership of CQP Target Holdco, Blackstone and Brookfield are based on their most recent filings with the SEC.

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

**NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

Our Consolidated Financial Statements have been prepared in accordance with GAAP. The Consolidated Financial Statements include the accounts of CQP and its majority owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

**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. Management evaluates its estimates and related assumptions regularly, including those related to fair value measurements of derivatives and other instruments, useful lives of property, plant and equipment, leases and asset retirement obligations (“AROs”), each as further discussed under the respective sections within this note. Changes in facts and circumstances or additional information may result in revised estimates, and actual results may differ from these estimates.

**Fair Value Measurements**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Hierarchy Levels 1, 2 and 3 are terms for the priority of inputs to valuation approaches used to measure fair value. Hierarchy Level 1 inputs are quoted prices in active markets for identical assets or liabilities. Hierarchy Level 2 inputs are inputs that are directly or indirectly observable for the asset or liability, other than quoted prices included within Level 1. Hierarchy Level 3 inputs are inputs that are not observable in the market.

In determining fair value, we use observable market data, or models that incorporate observable market data, when such data is available. In addition to market information, we incorporate transaction-specific details that, in management’s judgment, market participants would take into account in measuring fair value. We attempt to maximize our use of observable inputs and minimize our use of unobservable inputs in arriving at fair value estimates.

Recurring fair-value measurements are performed for derivative instruments, as disclosed in [Note 7—Derivative Instruments](#).

The carrying amount of cash and cash equivalents, restricted cash and cash equivalents, trade and other receivables, net of current expected credit losses, accounts payable and accrued liabilities reported on the Consolidated Balance Sheets approximates fair value. The fair value of debt is the estimated amount we would have to pay to repurchase our debt in the open market, including any premium or discount attributable to the difference between the stated interest rate and market interest rate at each balance sheet date. Refer to [Note 10—Debt](#) for our debt fair value estimates, including our estimation methods.

**Revenue Recognition**

Revenues from the sale of LNG are recognized at a point in time when the LNG is delivered to the customer, at the Sabine Pass LNG Terminal, which is the point legal title, physical possession and the risks and rewards of ownership transfer to the customer. Each individual molecule of LNG is viewed as a separate performance obligation. We allocate the contract price (including both fixed and variable fees) in each LNG sales arrangement based on the stand-alone selling price of each performance obligation as of the time the contract was negotiated. We have concluded that the variable fees meet the exception for allocating variable consideration to specific parts of the contract. As such, the variable consideration for these contracts is allocated to each distinct molecule of LNG and recognized when that distinct molecule of LNG is delivered to the customer.

Sales generated during the commissioning phase of a Train are offset against the cost of construction for the respective Train, as further described under the caption *Property, Plant and Equipment* below. After substantial completion of a Train is achieved, fees received for LNG volumes produced are recognized as LNG revenues.

With respect to regasification revenues, we have concluded that SPLNG provides a single performance obligation to its customers on a continuous basis over time because SPLNG is continuously available to provide regasification service on a daily

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

basis with the same pattern of transfer. We have determined that an output method of recognition based on elapsed time best reflects the benefits of this service to the customer and accordingly, LNG regasification capacity reservation fees are recognized as regasification revenues on a straight-line basis over the term of the respective TUAs. We have concluded that the variable fees under our TUAs meet the exception for allocating variable consideration to a wholly unsatisfied promise to transfer a distinct good or service that forms part of a single performance obligation that is a series. As such, the variable consideration for the TUA is allocated to the period that the respective good or service is delivered to the customer.

For transactions where we receive consideration from the customer, we assess whether we are the principal or the agent in the arrangement. Arrangements where we have concluded that we act as a principal are presented within our [Consolidated Statements of Operations](#) on a gross basis, and arrangements where we have concluded that we act as an agent are presented within our [Consolidated Statements of Operations](#) on a net basis. For the years ended December 31, 2025, 2024 and 2023, we did not have any material revenue arrangements that were presented within our Consolidated Statements of Operations on a net basis.

See [Note 12—Revenues](#) for additional information regarding our revenues.

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

We consider all highly liquid investments with an original maturity of three months or less to be cash equivalents.

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

Restricted cash and cash equivalents consist of funds that are contractually or legally restricted as to usage or withdrawal and have been presented separately from cash and cash equivalents on our Consolidated Balance Sheets. Our restricted cash and cash equivalents were primarily restricted for the payment of liabilities related to the Liquefaction Project as required under certain debt arrangements. Pursuant to the accounts agreement SPL has entered into with the collateral trustee for the benefit of its debt holders, SPL is required to deposit all cash received into reserve accounts controlled by the collateral trustee.

#### **Inventory**

LNG, natural gas and other commodity inventory are recorded at the lower of weighted average cost and net realizable value. Materials and other inventory are recorded at the lower of cost and net realizable value. Inventory is charged to expense when sold, or, for certain qualifying costs, capitalized to property, plant and equipment when issued, primarily using the weighted average method.

#### **Property, Plant and Equipment**

Property, plant and equipment are recorded at cost. Expenditures for construction or acquisition of assets, commissioning activities and costs that significantly extend the useful life or increase the functionality and/or capacity of an asset are capitalized. Expenditures for maintenance and repairs (including those for planned major maintenance projects) to maintain property, plant and equipment in operating condition are generally expensed as incurred.

Generally, we begin capitalizing the costs of LNG terminal construction once the individual project meets the following criteria: (1) regulatory approval has been received, (2) financing for the project is available and (3) management has committed to commence construction.

Generally, costs that benefit us more broadly than for a specific project are capitalized prior to a project meeting the criteria otherwise necessary for capitalization and typically include preliminary material and equipment procurement and engineering design work.

Sales proceeds earned from volumes produced and sold during the commissioning phase of a respective Train, which includes test activities such as production and removal of LNG from storage, are offset against the cost of construction for the respective Train, net of associated costs, as such activities are necessary to test the facility and bring the asset to the condition necessary for its intended use.

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

We depreciate our property, plant and equipment using the straight-line depreciation method over assigned useful lives, except assets under finance leases which are depreciated over the lesser of the respective lease term or the useful lives. Refer to [Note 6—Property, Plant and Equipment, Net of Accumulated Depreciation](#) for additional discussion of our useful lives by asset category and [Note 11—Leases](#) for additional details of our finance leases. Upon retirement or other disposition of property, plant and equipment, the cost and related accumulated depreciation are removed from the Consolidated Balance Sheets, and any resulting gains or losses on disposal are recorded in other operating costs and expenses.

Management tests property, plant and equipment for impairment whenever events or changes in circumstances have indicated that the carrying amount of property, plant and equipment might not be recoverable. Assets are grouped at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets for purposes of assessing recoverability. Recoverability generally is determined by comparing the carrying value of the asset to the expected undiscounted future cash flows of the asset. If the carrying value of the asset is not recoverable, the amount of impairment loss is measured as the excess, if any, of the carrying value of the asset over its estimated fair value.

We did not record any material impairments related to property, plant and equipment during the years ended December 31, 2025, 2024 and 2023.

#### **Interest Capitalization**

We capitalize interest costs as part of the historical cost of qualifying assets, mainly during the construction period of the qualifying assets, which primarily consists of LNG terminal and related assets. Upon placing the underlying asset in service, these costs are depreciated or amortized over the estimated useful life of the corresponding assets for which interest costs were incurred.

#### **Derivative Instruments**

We use derivative instruments to hedge our exposure to cash flow variability from commodity price risk. Derivative instruments are recorded at fair value and included in our Consolidated Balance Sheets as current or non-current assets or liabilities depending on the derivative position and the expected timing of settlement, unless a derivative instrument satisfies criteria for, and we elect, the normal purchases and normal sales exception and account for the instrument under the accrual method of accounting, whereby the designated instrument's revenues or expenses, as applicable, are recognized only upon delivery, receipt or realization of the underlying transaction.

We did not have any derivative instruments designated as cash flow, fair value or net investment hedges during the years ended December 31, 2025, 2024 and 2023; therefore, the changes in the fair value of our derivative instruments are recorded in earnings.

As described in *Concentration of Credit Risk* below, the use of derivative instruments exposes us to counterparty 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. Additionally, counterparties are at risk that we will be unable to meet our commitments in instances where our derivative instruments are in a liability position. We incorporate both our own nonperformance risk and the respective counterparty's nonperformance risk in fair value measurements depending on the position of the derivative. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we have considered the impact of any applicable credit enhancements, such as collateral postings, set-off rights and guarantees. Variation margins or other daily margining posted for exchange-traded transactions that are contractually characterized as settlement of the respective derivative position are netted against the respective derivative asset or liability positions.

We have elected to report derivative assets and liabilities under master netting arrangements with the same counterparty on a net basis. Additionally, the fair value amounts recognized as cash collateral pledged or received, such as initial margins and other collateral that are not contractually characterized as settlement of the respective derivative positions, are offset against the fair value of derivatives executed with the same counterparty under a master netting arrangement. Collateral balances not offset against a derivative position are presented on our Consolidated Balance Sheets within other current assets, net. Derivative assets and liabilities not subject to master netting arrangements are presented net when we have a legally enforceable right and the intent to offset amounts with the same counterparty.

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

See [Note 7—Derivative Instruments](#) for additional details about our derivative instruments.

**Leases**

We determine if an arrangement is, or contains, a lease at inception of the arrangement. When we determine the arrangement is, or contains, a lease in which we are the lessee, we classify the lease as either an operating lease or a finance lease. Operating and finance leases are recognized on our Consolidated Balance Sheets by recording a lease liability representing the obligation to make future lease payments and a right-of-use asset representing the future right to use the underlying asset over the lease term.

Operating and finance lease right-of-use assets and liabilities are generally recognized based on the present value of minimum lease payments over the lease term. In determining the present value of minimum lease payments, we use the implicit interest rate in the lease if readily determinable. In the absence of a readily determinable implicit interest rate, we discount our expected future lease payments using the incremental borrowing rate of the relevant Cheniere entity, which can be a parent entity when the terms of the lease arrangements are significantly influenced by the parent's credit standing. The incremental borrowing rate is an estimate of the interest rate that a given entity would have to pay to borrow on a collateralized basis over a similar term to that of the lease term. Options to renew a lease are included in the lease term and recognized as part of the right-of-use asset and lease liability when they are reasonably certain to be exercised.

We have elected practical expedients to (1) omit leases with an initial term of 12 months or less from recognition on our Consolidated Balance Sheets and (2) to combine both the lease and non-lease components of an arrangement's contractual consideration in calculating the right-of-use asset and lease liability for all classes of leased assets.

Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. Lease expense for finance leases is recognized as the sum of the amortization of the right-of-use assets on a straight-line basis and the interest on lease liabilities using the effective interest method over the lease term.

Certain of our leases also contain variable payments that are included in the right-of-use asset and lease liability only when the payments are in-substance fixed payments that are, in effect, unavoidable.

**Concentration of Credit Risk**

Financial instruments that potentially subject us to a concentration of counterparty credit risk, or the risk that a counterparty will be unable to meet its commitments, consist principally of accounts receivable and contract assets related to our long-term SPAs, as SPL's contracted LNG sales are primarily under SPAs with terms exceeding 10 years. As of December 31, 2025, SPL had SPAs with initial terms of 10 or more years with approximately 10 different third party customers, with customers under common control being considered a single customer, and had agreements with Cheniere Marketing. SPL is dependent on the respective customers' creditworthiness and their ability to perform under their respective agreements. While substantially all of SPL's long-term third party customer arrangements are executed with a creditworthy company or secured by a parent company guarantee or other form of collateral, we are nonetheless exposed to credit risk in the event of a customer default that requires us to seek recourse.

Additionally, we maintain cash balances at financial institutions, which may at times be in excess of federally insured levels. We have not incurred credit losses related to these cash balances to date.

While we use derivative instruments that expose us to counterparty credit risk, our underlying arrangements typically include provisions that protect us and our counterparties against such risk. For example, our commodity derivatives executed over-the-counter or through an exchange often require collateral that is returned to us (or to the counterparty) on or near the settlement date or are settled on a daily margin basis with investment grade financial institutions, and are primarily facilitated by independent system operators and by clearing brokers. For non-exchange traded transactions, payments on margin deposits, either by us or by the counterparty depending on the position, are required when the value of a derivative exceeds the pre-established credit limit with the counterparty.

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

We monitor counterparty creditworthiness on an ongoing basis; however, we cannot predict sudden changes in counterparties' creditworthiness. Even if such changes are not sudden, we may be limited in our ability to mitigate an increase in counterparty credit risk. Should one of these counterparties not perform, we may not realize the benefit of some of our assets.

#### **Debt**

Our debt consists of current and long-term secured and unsecured debt securities and credit facilities with banks and other lenders. Debt issuances are placed directly by us or through securities dealers or underwriters and are held by institutional and retail investors.

Term debt is recorded on our Consolidated Balance Sheets at par value adjusted for unamortized discount or premium and net of unamortized debt issuance costs. Debt issuance costs consist primarily of arrangement fees, professional fees, legal fees and commitment fees. Costs associated with entering into a line of credit or on undrawn funds are presented as an asset and classified as current or non-current, consistent with the respective credit facility. As of December 31, 2025 and 2024, all of such costs were classified as other non-current assets, net, on our Consolidated Balance Sheets. Discounts, premiums and debt issuance costs directly related to the issuance of debt are amortized over the life of the debt except in the case of our credit facilities, in which such items are amortized on a straight-line basis over the contractual term of the facility. Amortization is recorded in interest expense, net of capitalized interest using the effective interest method.

We classify debt on our Consolidated Balance Sheets based on contractual maturity, with the following exceptions:

- We classify term debt that is contractually due within one year as long-term debt if management has the intent and ability to refinance the current portion of such debt with future cash proceeds from an executed long-term debt or equity agreement.
- We evaluate the classification of long-term debt extinguished after the balance sheet date but before the financial statements are issued based on facts and circumstances existing as of the balance sheet date.

#### **Asset Retirement Obligations**

We recognize AROs for legal obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and/or normal use of the asset and for conditional AROs in which the timing or method of settlement are conditional on a future event that may or may not be within our control. The fair value of a liability for an ARO is recognized in the period in which it is incurred, if a reasonable estimate of fair value can be made. The fair value of the liability is added to the carrying amount of the associated asset. This additional carrying amount is depreciated over the estimated useful life of the asset.

Our real property lease agreements at the Sabine Pass LNG Terminal require us to surrender the LNG terminal in good order and repair, with normal wear and tear and casualty excepted, at the expiration of the term of the leases, with renewal options extending such terms up to 90 years. We have determined that the cost to surrender the Sabine Pass LNG Terminal in good order and repair, with normal wear and tear and casualty excepted, is immaterial, thus we have not recorded an ARO associated with the Sabine Pass LNG Terminal.

Our Creole Trail Pipeline is subject to regulations by the FERC for proper abandonment of a pipeline, including the disconnection of the pipelines from all sources and supplies of gas and other decommissioning costs. We believe that it is not feasible to predict when the natural gas transportation services provided by the Creole Trail Pipeline will no longer be utilized. In addition, our right-of-way agreements associated with the Creole Trail Pipeline have no stipulated termination dates. We intend to operate the Creole Trail Pipeline as long as supply and demand for natural gas exists in the U.S. and intend to maintain it regularly. For these reasons, we have not recorded an ARO associated with the Creole Trail Pipeline.

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

**Recent Accounting Standards**

**ASU 2024-03**

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, as clarified by ASU No. 2025-01 in January 2025. This guidance requires disaggregated disclosures about certain income statement expense line items on an annual and interim basis. We continue to evaluate the impact of the provisions of this guidance on our disclosures, but plan to adopt this guidance prospectively and conform with the disclosure requirements when it becomes mandatorily effective for our annual report for the year ending December 31, 2027.

**NOTE 4—TRADE AND OTHER RECEIVABLES, NET OF CURRENT EXPECTED CREDIT LOSSES**

Trade and other receivables, net of current expected credit losses, consisted of the following (in millions):

	December 31,	
	2025	2024
Trade receivables	\$ 473	\$ 370
Other receivables	38	10
Total trade and other receivables, net of current expected credit losses	<u>\$ 511</u>	<u>\$ 380</u>

Upon collection of our receivables, cash will be immediately restricted for the payment of liabilities related to the Liquefaction Project. See [Note 3—Summary of Significant Accounting Policies](#) for further discussion of our Restricted Cash and Cash Equivalents.

**NOTE 5—INVENTORY**

Inventory consisted of the following (in millions):

	December 31,	
	2025	2024
Materials	\$ 123	\$ 114
LNG	31	14
Natural gas	24	22
Other	2	1
Total inventory	<u>\$ 180</u>	<u>\$ 151</u>

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

**NOTE 6—PROPERTY, PLANT AND EQUIPMENT, NET OF ACCUMULATED DEPRECIATION**

Property, plant and equipment, net of accumulated depreciation consisted of the following (in millions):

	Useful life (years)	December 31,	
		2025	2024
<b>LNG terminal</b>			
Terminal and interconnecting pipeline facilities	6 - 50	\$ 20,480	\$ 20,292
Construction-in-process		214	227
Accumulated depreciation		(5,502)	(4,835)
Total LNG terminal, net of accumulated depreciation		15,192	15,684
<b>Fixed assets</b>			
Fixed assets	3 - 10	26	30
Accumulated depreciation		(21)	(24)
Total fixed assets, net of accumulated depreciation		5	6
<b>Assets under finance leases</b>			
Tug vessels	9	76	75
Accumulated depreciation		(14)	(5)
Total assets under finance leases, net of accumulated depreciation		62	70
Property, plant and equipment, net of accumulated depreciation		\$ 15,259	\$ 15,760

Depreciation expense was \$683 million, \$675 million and \$667 million during the years ended December 31, 2025, 2024 and 2023, respectively.

**NOTE 7—DERIVATIVE INSTRUMENTS**

We have commodity derivatives consisting of natural gas supply contracts, including our IPM agreements, for the operation of the Liquefaction Project and expansion project, as well as the associated economic hedges (collectively, the “**Liquefaction Supply Derivatives**”).

The following table shows the fair value of our derivative instruments that are required to be measured at fair value on a recurring basis, distinguished by the fair value hierarchy levels prescribed by GAAP (in millions):

	Fair Value Measurements as of							
	December 31, 2025				December 31, 2024			
	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
Liquefaction Supply Derivatives asset (liability)	\$ —	\$ (23)	\$ (500)	\$ (523)	\$ —	\$ 26	\$ (1,307)	\$ (1,281)

We value the Liquefaction Supply Derivatives using a market or option-based approach incorporating present value techniques, as needed, which incorporates observable commodity price curves, when available, and other relevant data.

We include a significant portion of the Liquefaction Supply Derivatives as Level 3 within the valuation hierarchy as the fair value is developed through the use of internal models, which incorporate significant unobservable inputs. In instances where observable data is unavailable, consideration is given to the assumptions that market participants may use in valuing the asset or liability. To the extent valued using an option pricing model, we consider the future prices of energy units for unobservable periods to be a significant unobservable input to estimated net fair value. In estimating the future prices of energy units, we make judgments about market risk related to liquidity of commodity indices and volatility utilizing available market data. Changes in facts and circumstances or additional information may result in revised estimates and judgments, and actual results may differ from these estimates and judgments. We derive our volatility assumptions based on observed historical settled global LNG market pricing or accepted proxies for global LNG market pricing as well as settled domestic natural gas pricing. Such volatility assumptions also contemplate, as of the balance sheet date, observable forward curve data of such indices, as well as evolving available industry data and independent studies.

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**

In developing our volatility assumptions, we acknowledge that the global LNG industry is inherently influenced by events such as unplanned supply constraints, geopolitical incidents, unusual climate events including drought and uncommonly mild, by historical standards, winters and summers, and real or threatened disruptive operational impacts to global energy infrastructure. Our current estimate of volatility includes the impact of otherwise rare events unless we believe market participants would exclude such events on account of their assertion that those events were specific to our company and deemed within our control. Our fair value estimates incorporate market participant-based assumptions pertaining to certain contractual uncertainties, including those related to the availability of market information for delivery points, as well as the timing of satisfaction of certain events or development of infrastructure to support natural gas gathering and transport. We may recognize changes in fair value through earnings that could significantly impact our results of operations if and when such uncertainties are resolved.

The Level 3 fair value measurements of our natural gas positions within the Liquefaction Supply Derivatives could be materially impacted by a significant change in certain natural gas and international LNG prices. The following table includes quantitative information for the unobservable inputs for the Level 3 Liquefaction Supply Derivatives as of December 31, 2025:

	Net Fair Value Liability (in millions)	Valuation Approach	Significant Unobservable Input	Range of Significant Unobservable Inputs / Weighted Average (1)
Liquefaction Supply Derivatives	\$(500)	Market approach incorporating present value techniques	Henry Hub basis spread	\$(1.481) - \$0.195 / \$(0.036)
		Option pricing model	International LNG pricing spread, relative to Henry Hub (2)	60% - 407% / 183%

- (1) Unobservable inputs were weighted by the relative fair value of the instruments.
- (2) Spread contemplates U.S. dollar-denominated pricing.

Increases or decreases in basis or pricing spreads, in isolation, would decrease or increase, respectively, the fair value of the Liquefaction Supply Derivatives.

The following table shows the changes in the fair value of the Level 3 Liquefaction Supply Derivatives (in millions):

	Year Ended December 31,		
	2025	2024	2023
Balance, beginning of period	\$ (1,307)	\$ (1,676)	\$ (3,719)
Realized and change in fair value gains included in net income (1):			
Included in cost of sales, existing deals (2)	117	165	1,302
Included in cost of sales, new deals (3)	503	19	16
Purchases and settlements:			
Purchases (4)	—	—	—
Settlements (5)	192	185	724
Transfers out of level 3 (6)	(5)	—	1
Balance, end of period	<u>\$ (500)</u>	<u>\$ (1,307)</u>	<u>\$ (1,676)</u>
Favorable changes in fair value relating to instruments still held at the end of the period	<u>\$ 620</u>	<u>\$ 184</u>	<u>\$ 1,318</u>

- (1) Does not include the realized value associated with derivative instruments that settle through physical delivery, as settlement is equal to the contractually fixed price from trade date multiplied by contractual volume. See settlements line item in this table.
- (2) Impact to earnings on deals that existed at the beginning of the period and continue to exist at the end of the period.
- (3) Impact to earnings on deals that were entered into during the reporting period and continue to exist at the end of the period.
- (4) Includes any day one gain (loss) recognized during the reporting period on deals that were entered into during the reporting period, which continue to exist at the end of the period.

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**

- (5) Roll-off in the current period of amounts recognized in our Consolidated Balance Sheets at the end of the previous period due to settlement of the underlying instruments in the current period.
- (6) Transferred out of Level 3 as a result of observable market for the underlying natural gas purchase agreements.

**Liquefaction Supply Derivatives**

We hold Liquefaction Supply Derivatives, which are indexed to Henry Hub, global LNG or other natural gas price indices. As of December 31, 2025, the remaining fixed terms of the Liquefaction Supply Derivatives ranged up to approximately 15 years, some of which commence or accelerate upon the satisfaction of certain events or development of infrastructure to support natural gas gathering and transport.

The forward notional amount for the Liquefaction Supply Derivatives was approximately 5,028 TBtu and 5,500 TBtu as of December 31, 2025 and 2024, respectively, inclusive of amounts under contracts with unsatisfied contractual conditions, and exclusive of extension options that were uncertain to be taken as of both December 31, 2025 and 2024.

The following table shows the effect and location of the Liquefaction Supply Derivatives recorded on our Consolidated Statements of Operations (in millions):

Consolidated Statements of Operations Location (1)	Gain Recognized in Consolidated Statements of Operations		
	Year Ended December 31,		
	2025	2024	2023
Cost of sales	\$ 741	\$ 402	\$ 2,082

- (1) Does not include the realized value associated with the Liquefaction Supply Derivatives that settle through physical delivery. Fair value fluctuations associated with our derivative activities are classified and presented consistently with the item economically hedged and the nature and intent of the derivative instrument.

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

Consolidated Balance Sheets Location	Fair Value Measurements as of	
	December 31, 2025	December 31, 2024
Current derivative assets	\$ —	\$ 84
Derivative assets	541	98
Total derivative assets	541	182
Current derivative liabilities	(164)	(250)
Derivative liabilities	(900)	(1,213)
Total derivative liabilities	(1,064)	(1,463)
Derivative liability, net	\$ (523)	\$ (1,281)

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

**Consolidated Balance Sheets Presentation**

The following table reconciles the fair value of our derivative assets and liabilities on a gross basis, by contract, to net amounts as presented on our Consolidated Balance Sheets after offsetting for any balances with the same counterparty under master netting arrangements or other relevant netting criteria under GAAP (in millions):

	Liquefaction Supply Derivatives	
	December 31, 2025	December 31, 2024
Gross assets	\$ 663	\$ 228
Offsetting amounts	(122)	(46)
Net assets	<u>\$ 541</u>	<u>\$ 182</u>
Gross liabilities	\$ (1,084)	\$ (1,464)
Offsetting amounts	20	1
Net liabilities	<u>\$ (1,064)</u>	<u>\$ (1,463)</u>

The table below shows the collateral balances that are recorded within other current assets, net and other current liabilities that are not netted on our Consolidated Balance Sheets (in millions):

	Consolidated Balance Sheets Location	December 31,	
		2025	2024
Liquefaction Supply Derivatives	Other current assets, net	\$ 11	\$ 13
Liquefaction Supply Derivatives	Other current liabilities	3	—

**NOTE 8—OTHER NON-CURRENT ASSETS, NET**

Other non-current assets, net consisted of the following (in millions):

	December 31,	
	2025	2024
Advances to service providers	\$ 109	\$ 114
Tax-related assets	37	17
Other, net	77	60
Total other non-current assets, net	<u>\$ 223</u>	<u>\$ 191</u>

**NOTE 9—ACCRUED LIABILITIES**

Accrued liabilities consisted of the following (in millions):

	December 31,	
	2025	2024
Natural gas purchases	\$ 714	\$ 558
Interest costs and related debt fees	181	176
LNG terminal costs	86	92
Other accrued liabilities	9	12
Total accrued liabilities	<u>\$ 990</u>	<u>\$ 838</u>

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

**NOTE 10—DEBT**

Debt consisted of the following (in millions):

	December 31,	
	2025	2024
<b>SPL:</b>		
Senior Secured Notes:		
5.625% due 2025	\$ —	\$ 300
5.875% due 2026 (the “2026 SPL Senior Notes”) (1)	200	1,500
5.00% due 2027	1,500	1,500
4.200% due 2028	1,350	1,350
4.500% due 2030	2,000	2,000
due 2037 with weighted average rate of 4.747% and 4.746% at December 31, 2025 and 2024, respectively (2)	1,730	1,782
Total SPL Senior Secured Notes	6,780	8,432
Revolving credit and guaranty agreement (the “SPL Revolving Credit Facility”)	—	—
<b>Total debt - SPL</b>	<b>6,780</b>	<b>8,432</b>
<b>CQP:</b>		
Senior Notes:		
4.500% due 2029 (the “2029 CQP Senior Notes”)	1,500	1,500
4.000% due 2031 (the “2031 CQP Senior Notes”)	1,500	1,500
3.25% due 2032 (the “2032 CQP Senior Notes”)	1,200	1,200
5.950% due 2033	1,400	1,400
5.750% due 2034	1,200	1,200
5.550% due 2035	1,000	—
Total CQP Senior Notes	7,800	6,800
Revolving credit and guaranty agreement (the “CQP Revolving Credit Facility”)	—	—
<b>Total debt - CQP</b>	<b>7,800</b>	<b>6,800</b>
<b>Total debt</b>	<b>14,580</b>	<b>15,232</b>
Current debt, net of unamortized discount and debt issuance costs (2)	(306)	(351)
Unamortized discount and debt issuance costs	(113)	(120)
<b>Total long-term debt, net of unamortized discount and debt issuance costs</b>	<b>\$ 14,161</b>	<b>\$ 14,761</b>

(1) Subsequently in February 2026, SPL redeemed the remaining \$200 million aggregate principal amount of its 2026 SPL Senior Notes.

(2) Includes notes that amortize based on a fixed amortization schedule as set forth in their respective indentures.

**Senior Notes**

***SPL Senior Secured Notes***

The SPL Senior Secured Notes are senior secured obligations of SPL, ranking equally in right of payment with SPL’s other existing and future senior debt that is secured by the same collateral and senior in right of payment to any of its future subordinated debt. Subject to permitted liens, the SPL Senior Secured Notes are secured on a *pari passu* first-priority basis by a security interest in all of the membership interests in SPL and substantially all of SPL’s assets. SPL may, at any time, redeem all or part of the SPL Senior Secured Notes at specified prices set forth in the respective indentures governing the SPL Senior Secured Notes, plus accrued and unpaid interest, if any, prior to the date of redemption. The series of SPL Senior Secured Notes due in 2037 are fully amortizing according to a fixed sculpted amortization schedule, as set forth in the respective indentures.

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

**CQP Senior Notes**

The CQP Senior Notes are jointly and severally guaranteed by each of our current and certain future subsidiaries other than SPL and, subject to certain conditions governing its guarantee, certain of our other subsidiaries (each a “**Guarantor**” and collectively, the “**CQP Guarantors**”). The CQP Senior Notes are our senior obligations, ranking equally in right of payment with our other existing and future unsubordinated debt and senior to any of its future subordinated debt. In the event that the aggregate amount of our secured indebtedness and the secured indebtedness of the CQP Guarantors (other than the CQP Senior Notes or any other series of notes issued under the CQP Base Indenture) outstanding at any one time exceeds the greater of (1) \$1.5 billion and (2) 10% of net tangible assets, the 2029 CQP Senior Notes, 2031 CQP Senior Notes and 2032 CQP Senior Notes will be secured by a first-priority lien (subject to permitted encumbrances) on substantially all of our and CQP Guarantors’ existing and future tangible and intangible assets and rights and equity interests in the CQP Guarantors. The liens securing the CQP Senior Notes, if applicable, will be shared equally and ratably (subject to permitted liens) with the holders of any other senior secured obligations. We may, at any time, redeem all or part of the CQP Senior Notes at specified prices set forth in the respective indentures governing the CQP Senior Notes, plus accrued and unpaid interest, if any, prior to the date of redemption.

Below is a schedule of future principal payments that we are obligated to make on our outstanding debt at December 31, 2025 (in millions):

Years Ending December 31,	Principal Payments
2026	\$ 307
2027	1,612
2028	1,468
2029	1,624
2030	2,130
Thereafter	7,439
Total	<u>\$ 14,580</u>

**Credit Facilities**

Below is a summary of our credit facilities outstanding as of December 31, 2025 (in millions):

	SPL Revolving Credit Facility (1)	CQP Revolving Credit Facility (2)
Total facility size	\$ 1,000	\$ 1,000
Less:		
Outstanding balance	—	—
Letters of credit issued	176	—
Available commitment	<u>\$ 824</u>	<u>\$ 1,000</u>
Priority ranking	Senior secured	Senior unsecured
Interest rate on available balance (3)	SOFR plus credit spread adjustment of 0.1%, plus margin of 1.0% - 1.75% or base rate plus 0.0% - 0.75%	SOFR plus credit spread adjustment of 0.1%, plus margin of 1.125% - 2.0% or base rate plus 0.125% - 1.0%
Commitment fees on undrawn balance (3)	0.075% - 0.30%	0.10% - 0.30%
Letter of credit fees (3)	1.0% - 1.75%	1.125% - 2.0%
Maturity date	June 23, 2028	June 23, 2028

(1) The obligations of SPL under the SPL Revolving Credit Facility are secured by substantially all of the assets of SPL as well as a pledge of all of the membership interests in SPL and certain future subsidiaries of SPL on a *pari passu* basis by a first priority lien with the SPL Senior Secured Notes. The SPL Revolving Credit Facility contains customary contractual conditions for extensions of credit.

(2) The obligations under the CQP Revolving Credit Facility are jointly, severally and unconditionally guaranteed by Cheniere Investments, SPLNG, CTPL, Sabine Pass LNG-GP, LLC, Sabine Pass Tug Services, LLC and Cheniere Pipeline GP Interests, LLC.

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

(3) The margins on the interest rate, the commitment fees and the letter of credit fees are subject to change based on the applicable entity’s credit rating.

**Restrictive Debt Covenants**

The agreements governing our and SPL’s indebtedness contain customary terms and events of default and certain covenants that, among other things, may limit our and SPL’s ability to make certain investments or pay distributions. For example, SPL is restricted from making distributions under agreements governing its indebtedness generally until, among other requirements, appropriate reserves have been established for debt service using cash or letters of credit and a historical and projected debt service coverage ratio of at least 1.25:1.00 is satisfied. Additionally, as described in [Note 3—Summary of Significant Accounting Policies](#), our restricted cash and cash equivalents were primarily restricted for the payment of liabilities related to the Liquefaction Project as required under certain debt arrangements. At December 31, 2025, our restricted net assets of consolidated subsidiaries, as imposed under certain debt agreements, were approximately \$19 million.

As of December 31, 2025, we and SPL were in compliance with all covenants related to our respective debt agreements.

**Interest Expense**

Total interest expense, net of capitalized interest, consisted of the following (in millions):

	Year Ended December 31,		
	2025	2024	2023
Total interest cost	\$ 762	\$ 808	\$ 831
Capitalized interest	(9)	(8)	(8)
Total interest expense, net of capitalized interest	<u>\$ 753</u>	<u>\$ 800</u>	<u>\$ 823</u>

**Fair Value Disclosures**

The following table shows the carrying amount and estimated fair value of our senior notes (in millions):

	December 31, 2025		December 31, 2024	
	Carrying Amount (1)	Estimated Fair Value (2)	Carrying Amount (1)	Estimated Fair Value (2)
Senior notes	\$ 14,580	\$ 14,637	\$ 15,232	\$ 14,803

(1) Carrying amounts exclude unamortized discount and debt issuance costs.

(2) As of both December 31, 2025 and 2024, \$1.3 billion of the fair value of our senior notes were classified as Level 3 since these senior notes were valued by applying an unobservable illiquidity adjustment to the price derived from trades or indicative bids of instruments with similar terms, maturities and credit standing. The remainder of the fair value of our senior notes was classified as Level 2, based on prices derived from trades or indicative bids of the instruments.

The estimated fair value of any outstanding borrowings under our credit facilities approximates the principal amount outstanding because the interest rates are indexed to market rates and the debt may be repaid, in full or in part, at any time without penalty.

**NOTE 11—LEASES**

Our leased assets consist primarily of tug vessels and land sites. All of our leases are classified as operating leases except for certain of our tug vessels, which are classified as finance leases.

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

The following table shows the classification and location of our right-of-use assets and lease liabilities on our Consolidated Balance Sheets (in millions):

	Consolidated Balance Sheets Location	December 31,	
		2025	2024
Right-of-use assets—Operating	Operating lease assets	\$ 76	\$ 79
Right-of-use assets—Financing	Property, plant and equipment, net of accumulated depreciation	62	70
<b>Total right-of-use assets</b>		<b>\$ 138</b>	<b>\$ 149</b>
Current operating lease liabilities	Other current liabilities	5	4
Current finance lease liabilities	Other current liabilities	7	6
Non-current operating lease liabilities	Other non-current liabilities	73	76
Non-current finance lease liabilities	Other non-current liabilities	61	67
<b>Total lease liabilities</b>		<b>\$ 146</b>	<b>\$ 153</b>

The following table shows the classification and location of our lease costs on our Consolidated Statements of Operations (in millions):

	Consolidated Statements of Operations Location	Year Ended December 31,		
		2025	2024	2023
Operating lease cost (1)	Operating costs and expenses (2)	\$ 11	\$ 12	\$ 13
Finance lease cost:				
Amortization of right-of-use assets	Depreciation and amortization expense	9	7	4
Interest on lease liabilities	Interest expense, net of capitalized interest	4	3	1
<b>Total lease cost</b>		<b>\$ 24</b>	<b>\$ 22</b>	<b>\$ 18</b>

- (1) Includes \$2 million, \$1 million and \$1 million of variable lease costs incurred during the years ended December 31, 2025, 2024 and 2023, respectively.
- (2) Presented in the appropriate line item within operating costs and expenses, consistent with the nature of our use of the asset under lease.

Future annual minimum lease payments for operating and finance leases as of December 31, 2025 are as follows (in millions):

Years Ending December 31,	Operating Leases	Finance Leases
2026	\$ 8	\$ 11
2027	8	10
2028	9	12
2029	9	12
2030	9	12
Thereafter	100	27
<b>Total lease payments</b>	<b>143</b>	<b>84</b>
Less: Interest	(65)	(16)
<b>Present value of lease liabilities</b>	<b>\$ 78</b>	<b>\$ 68</b>

The following table shows the weighted-average remaining lease term and the weighted-average discount rate for our operating leases and finance leases:

	December 31, 2025		December 31, 2024	
	Operating Leases	Finance Leases	Operating Leases	Finance Leases
Weighted-average remaining lease term (in years)	25.6	7.2	26.4	8.2
Weighted-average discount rate	5.1 %	5.7 %	5.1 %	5.7 %

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

The following table includes other quantitative information for our operating and finance leases (in millions):

	Year Ended December 31,		
	2025	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 8	\$ 9	\$ 12
Operating cash flows from finance leases	4	3	1
Financing cash flows from finance leases	6	5	4
Right-of-use assets obtained in exchange for operating lease liabilities (1)	2	4	1
Right-of-use assets obtained in exchange for finance lease liabilities (2)	—	60	—

- (1) Net of \$33 million reclassified from operating leases to finance leases during the year ended December 31, 2024, as a result of modifications of the underlying tug vessel leases.
- (2) Net of \$15 million reclassified from finance leases to operating leases during the year ended December 31, 2024, as a result of modifications of the underlying tug vessel leases.

**NOTE 12—REVENUES**

The following table represents a disaggregation of revenue earned (in millions):

	Year Ended December 31,		
	2025	2024	2023
Revenues from contracts with customers			
LNG revenues	\$ 8,200	\$ 6,550	\$ 6,991
LNG revenues—affiliate	2,358	1,954	2,475
Regasification revenues	136	135	135
Other revenues	64	65	63
Total revenues from contracts with customers	<u>\$ 10,758</u>	<u>\$ 8,704</u>	<u>\$ 9,664</u>

**LNG Revenues**

We have numerous SPAs with third party customers for the sale of LNG on an FOB basis. Our customers generally purchase LNG for a price consisting of a fixed fee per MMBtu of LNG (a portion of which is subject to annual adjustment for inflation) plus a variable fee per MMBtu of LNG generally equal to 115% of Henry Hub. The fixed fee component is the amount payable to us regardless of a cancellation or suspension of LNG cargo deliveries by the customers. The variable fee component is the amount generally payable to us only upon delivery of LNG plus all future adjustments to the fixed fee for inflation. The SPAs and contracted volumes to be made available under the SPAs are not tied to a specific Train. Additionally, we have agreements with Cheniere Marketing for which the related revenues are recorded as LNG revenues—affiliate. See [Note 13—Related Party Transactions](#) for additional information regarding these agreements.

**Regasification Revenues**

The Sabine Pass LNG Terminal has operational regasification capacity of approximately 4 Bcf/d. Approximately 1 Bcf/d of the regasification capacity at the Sabine Pass LNG Terminal has been reserved under a long-term TUA with TotalEnergies Gas & Power North America, Inc. (“**TotalEnergies**”) under which they are required to pay fixed monthly fees to SPLNG, regardless of their use of the LNG terminal. The aggregate annual payment of approximately \$125 million (indexed for inflation) they are required to pay under the 20 year contract that commenced in 2009 represents fixed consideration. A portion of this fee is adjusted annually for inflation which is considered variable consideration. Approximately 2 Bcf/d of regasification capacity of the Sabine Pass LNG Terminal has been reserved by SPL, for which the associated revenues are eliminated in consolidation.

In 2012, SPL entered into a partial TUA assignment agreement with TotalEnergies, whereby upon substantial completion of Train 5 of the Liquefaction Project, SPL gained access to substantially all of TotalEnergies’ capacity and other services provided under TotalEnergies’ TUA with SPLNG. This agreement provides SPL with additional berthing and storage capacity at the Sabine Pass LNG Terminal that may be used to provide increased flexibility in managing LNG cargo loading and unloading activity and permit SPL to more flexibly manage its LNG storage capacity. Notwithstanding any arrangements

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**

between TotalEnergies and SPL, payments required to be made by TotalEnergies to SPLNG will continue to be made by TotalEnergies to SPLNG in accordance with its TUA and we continue to recognize the payments received from TotalEnergies as revenue. Costs incurred to TotalEnergies are recognized in operating and maintenance expense. During the years ended December 31, 2025, 2024 and 2023, SPL recorded \$134 million, \$133 million and \$132 million, respectively, as operating and maintenance expense under this partial TUA assignment agreement.

**Contract Liabilities**

The following table reflects the changes in our contract liabilities, which are included in deferred revenue and other non-current liabilities on our Consolidated Balance Sheets (in millions):

	<b>Year Ended December 31, 2025</b>	
Deferred revenue, beginning of period	\$	229
Cash received but not yet recognized in revenue		108
Revenue recognized from prior period deferral		(121)
Deferred revenue, end of period	\$	216

The following table reflects the changes in our contract liabilities to affiliate, which are included in deferred revenue—affiliate and other non-current liabilities—affiliate on our Consolidated Balance Sheets (in millions):

	<b>Year Ended December 31, 2025</b>	
Deferred revenue—affiliate, beginning of period	\$	9
Cash received but not yet recognized in revenue		4
Revenue recognized from prior period deferral		(3)
Deferred revenue—affiliate, end of period	\$	10

We record deferred revenue when we receive consideration, or such consideration is unconditionally due from a customer, prior to transferring goods or services to the customer under the terms of a sales contract. The change in deferred revenue as of December 31, 2025 and 2024 is primarily attributable to differences between the timing of revenue recognition and the receipt of advance payments related to delivery of LNG under certain SPAs.

**Transaction Price Allocated to Future Performance Obligations**

Because many of our sales contracts have long-term durations, we are contractually entitled to significant future consideration, which we have not yet recognized as revenue. The following table discloses the aggregate amount of the transaction price that is allocated to performance obligations that have not yet been satisfied:

	<b>December 31, 2025</b>		<b>December 31, 2024</b>	
	Unsatisfied Transaction Price (in billions)	Weighted Average Recognition Timing (years) (1)	Unsatisfied Transaction Price (in billions)	Weighted Average Recognition Timing (years) (1)
LNG revenues	\$ 41.0	7	\$ 44.4	7
LNG revenues—affiliate	0.5	1	0.7	1
Regasification revenues	0.4	2	0.5	3
Total revenues	\$ 41.9		\$ 45.6	

(1) The weighted average recognition timing represents an estimate of the number of years during which we shall have recognized half of the unsatisfied transaction price.

The following potential future sources of revenue are omitted from the table above under exemptions we have elected: (1) all performance obligations that are part of a contract that has an original expected duration of one year or less and (2) substantially all variable consideration under our SPAs and TUAs that is allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied promise to transfer a distinct good or service that forms part of a single performance obligation when that performance obligation qualifies as a series. The amount of revenue from variable fees that is not included in the transaction price, and allocable to wholly unsatisfied future performance obligations or otherwise constrained, will vary based on (1) the future prices of the underlying variable index, primarily Henry Hub, throughout the contract terms, to the

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED**

extent customers elect to take delivery of their LNG, (2) adjustments to the consumer price index and (3) the outcome of certain contingent events, including the achievement of milestones upon which delivery of LNG under certain contracts is conditioned.

The following table summarizes the percentage of variable consideration earned under contracts with customers included in the table above:

	Year Ended December 31,	
	2025	2024
LNG revenues	60 %	51 %
LNG revenues—affiliate	72 %	64 %
Regasification revenues	8 %	8 %

**NOTE 13—RELATED PARTY TRANSACTIONS**

Below is a summary of our related party transactions, all in the ordinary course of business, as reported on our Consolidated Statements of Operations (in millions):

	Year Ended December 31,		
	2025	2024	2023
<b>LNG revenues—affiliate</b>			
SPAs and Letter Agreements (1)	\$ 2,358	\$ 1,954	\$ 2,472
Contracts for Sale and Purchase of Natural Gas (2)	—	—	3
Total LNG revenues—affiliate	2,358	1,954	2,475
<b>Cost of sales—affiliate</b>			
SPAs and Letter Agreements (1)	—	4	—
Contracts for Sale and Purchase of Natural Gas and LNG (1) (2)	—	—	22
Total cost of sales—affiliate	—	4	22
<b>Operating and maintenance expense—affiliate</b>			
Services Agreements (3)	177	172	166
<b>Operating and maintenance expense—related party</b>			
Natural Gas Transportation and Storage Agreements (4)	28	58	62
<b>General and administrative expense—affiliate</b>			
Services Agreements (3)	93	90	89
<b>Other operating costs and expenses—affiliate</b>			
Services Agreements (3)	1	2	1
<b>Other income—affiliate</b>			
Services Agreements (5)	24	—	—

- (1) SPL primarily sells LNG to Cheniere Marketing under SPAs and letter agreements at a price equal to 115% of Henry Hub plus a fixed fee, except for an SPA associated with an IPM agreement for which pricing is linked to international natural gas prices. SPL also has a master SPA agreement with Cheniere Marketing that allows SPL to sell and purchase LNG with Cheniere Marketing by executing and delivering confirmations under this agreement. In addition, SPL has an arrangement with Cheniere Marketing to provide the ability, in limited circumstances, to potentially fulfill commitments to LNG buyers in the event operational conditions impact operations at either the Sabine Pass or Corpus Christi liquefaction facilities. The purchase price for such cargoes would be the greater of: (a) 115% of the applicable natural gas feedstock purchase price or (b) an FOB U.S. Gulf Coast LNG market price.
- (2) SPL has an agreement with CCL that allows them to sell and purchase natural gas from each other at prices and quantities as agreed between the parties per transaction. Natural gas purchased under these agreements is initially recorded as inventory and then to cost of sales—affiliate upon its sale, except for purchases related to commissioning

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activities which are capitalized as LNG terminal construction-in-process. Additionally, SPLNG is able to sell and purchase natural gas and LNG under agreements with Cheniere Marketing.

- (3) We do not have employees and thus our subsidiaries have various services agreements with affiliates of Cheniere in the ordinary course of business, including services required to construct, operate and maintain the Liquefaction Project, and administrative services. Our payment structures under the services agreements primarily consist of cost reimbursement plus a compensating fee based on a fixed amount (indexed for inflation) per Train in service. Prior to the substantial completion of a Train, a compensating fee is charged based on a percentage of the capital expenditures of the Train under construction. The non-reimbursement amounts incurred under these agreements are recorded in general and administrative expense—affiliate.
- (4) These arrangements were with a party who was partially owned by the investment management company that indirectly owns a portion of our limited partner interests, and, due to the sale of such interests by that entity effective May 13, 2025, this party is no longer considered a related party as of that date. Prior to the sale, SPL was party to various natural gas transportation and storage agreements and CTPL was party to an operational balancing agreement with this party in the ordinary course of business for the operation of the Liquefaction Project.
- (5) Represents the amount of cumulative income allocated to certain of our subsidiaries by an affiliate, to whom our subsidiaries advance payments so that the affiliate may pay operating expenses on their behalf pursuant to their operating and maintenance agreements. The affiliate in turn temporarily invests such funds into interest and dividend earning deposit accounts, from which they allocated the historically earned income to our subsidiaries effective June 30, 2025. The affiliate currently allocates such income to our subsidiaries in the same period the affiliate earns such interest and dividend income.

Assets and liabilities arising from the agreements with affiliates and other related parties referenced in the above table are classified as affiliate and related party, respectively, on our Consolidated Balance Sheets.

Disclosures relating to future consideration under revenue contracts with affiliates is included in [Note 12—Revenues](#).

#### **Other Agreements**

##### ***Terminal Marine Services Agreement***

In connection with its tug boat leases, Tug Services entered into an agreement with Cheniere Terminals to provide its LNG cargo vessels with tug boat and marine services at the Sabine Pass LNG Terminal. The agreement also provides that Tug Services shall contingently pay Cheniere Terminals a portion of its future revenues. Under this agreement, Tug Services distributed \$13 million during each of the years ended December 31, 2025, 2024 and 2023, respectively, to Cheniere Terminals, which is recognized as part of the distributions to our general partner interest holders on our Consolidated Statements of Partners' Equity (Deficit).

##### ***State Tax Sharing Agreements***

SPLNG, SPL and CTPL each have a state tax sharing agreement with Cheniere. Under these agreements, Cheniere has agreed to prepare and file all state and local tax returns which each of the entities 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, each of the respective entities will pay to Cheniere an amount equal to the state and local tax that each of the entities would be required to pay if its state and local tax liability were calculated on a separate company basis. To date, there have been no state and local tax payments demanded by Cheniere under the tax sharing agreements. The agreements for SPLNG, SPL and CTPL are effective for tax returns due on or after January 2008, August 2012 and May 2013, respectively.

##### ***Cooperative Endeavor Agreements***

SPLNG executed Cooperative Endeavor Agreements (“CEAs”) with various Cameron Parish, Louisiana taxing authorities that allowed them to collect certain advanced payments of annual ad valorem taxes from SPLNG from 2007 through 2016. This initiative represented an aggregate commitment of \$25 million over 10 years 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 granted SPLNG a dollar-for-dollar credit against future ad valorem taxes to be levied against the Sabine Pass LNG Terminal as

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

early as 2019. In 2018, SPLNG entered into a Memorandum of Understanding, which forgave approximately \$7.5 million of the dollar-for-dollar credits, and in 2022, an agreement was reached to defer the commencement of the dollar-for-dollar credits until 2027. As of both December 31, 2025 and 2024, we had \$17 million of amounts associated with dollar-for-dollar credits due on advance tax payments to the taxing authorities recorded to other non-current assets on our Consolidated Balance Sheets. Beginning in September 2007, SPLNG entered into various agreements with Cheniere Marketing, pursuant to which Cheniere Marketing would pay SPLNG additional TUA revenues equal to any and all amounts payable by SPLNG to the Cameron Parish taxing authorities under the CEAs. In exchange for such amounts received as TUA revenues from Cheniere Marketing, SPLNG will make payments to Cheniere Marketing equal to the dollar-for-dollar credit applied to the ad valorem tax levied against the Sabine Pass LNG Terminal. We had \$17 million of other non-current liabilities—affiliate as of both December 31, 2025 and 2024 from these payments received from Cheniere Marketing.

**NOTE 14—NET INCOME PER COMMON UNIT**

Net income per common unit for a given period is based on the distributions we incur to the common unitholders with respect to earnings or losses of the reporting period plus an allocation of undistributed net income or loss based on provisions of the partnership agreement, divided by the weighted average number of common units outstanding. Distributions declared by us during the period are presented on the Consolidated Statements of Partners' Equity (Deficit). On January 28, 2026, we declared a cash distribution of \$0.830 per common unit to unitholders of record as of February 9, 2026, and the related general partner distribution, which was paid on February 13, 2026 with respect to the three months ended December 31, 2025. These distributions consist of a base amount of \$0.775 per unit and a variable amount of \$0.055 per unit.

The two-class method dictates that net income 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. Distributions are treated as distributed earnings in the computation of earnings per common unit in the current period even though cash distributions are not necessarily derived from current period earnings.

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

The following table provides a reconciliation of net income and the allocation of net income to the common units, the general partner units and IDRs for purposes of computing basic and diluted net income per unit (in millions, except per unit data). The amounts in the table may not recalculate exactly due to rounding because it is calculated based on whole numbers, not the rounded numbers presented.

	<u>Total</u>	<u>Limited Partner Common Units</u>	<u>General Partner Units</u>	<u>IDR</u>
<b>Year Ended December 31, 2025</b>				
Net income	\$ 2,987			
Less: declared distributions (1)	2,062	1,597	41	424
Assumed allocation of undistributed net income (2)	<u>\$ 925</u>	<u>907</u>	<u>18</u>	<u>—</u>
Assumed allocation of net income		<u>\$ 2,504</u>	<u>\$ 59</u>	<u>\$ 424</u>
Weighted average units outstanding		484		
Basic and diluted net income per unit		<u>\$ 5.17</u>		
<b>Year Ended December 31, 2024</b>				
Net income	\$ 2,510			
Less: declared distributions (1)	2,014	1,574	40	400
Assumed allocation of undistributed net income (2)	<u>\$ 496</u>	<u>486</u>	<u>10</u>	<u>—</u>
Assumed allocation of net income		<u>\$ 2,060</u>	<u>\$ 50</u>	<u>\$ 400</u>
Weighted average units outstanding		484		
Basic and diluted net income per unit (3)		<u>\$ 4.25</u>		
<b>Year Ended December 31, 2023</b>				
Net income	\$ 4,254			
Less: declared distributions (1)	2,861	1,997	57	807
Assumed allocation of undistributed net income (2)	<u>\$ 1,393</u>	<u>1,366</u>	<u>28</u>	<u>—</u>
Assumed allocation of net income		<u>\$ 3,363</u>	<u>\$ 85</u>	<u>\$ 807</u>
Weighted average units outstanding		484		
Basic and diluted net income per unit		<u>\$ 6.95</u>		

- (1) Represents distributions declared with respect to earnings of the respective period presented.
- (2) Under our partnership agreement, the IDRs participate in net income only to the extent of the amount of cash distributions actually declared, thereby excluding the IDRs from participating in undistributed net income (loss).
- (3) Basic and diluted net income per unit in the table may not recalculate exactly due to rounding because it is calculated based on whole numbers, not the rounded numbers presented.

**NOTE 15—COMMITMENTS AND CONTINGENCIES**

**Commitments**

We have various future contractual commitments which do not meet the definition of a liability as of December 31, 2025 and thus are not recognized as liabilities in our Consolidated Financial Statements. Executed contracts containing material future commitments include agreements for natural gas transportation and storage services, goods and services necessary to operate our Liquefaction Project and letters of credit.

**Environmental and Regulatory Matters**

The Sabine Pass LNG Terminal and CTPL are subject to extensive regulation under federal, state and local statutes, rules, regulations and laws. These laws require that we engage in consultations with appropriate federal and state agencies and that we obtain and maintain applicable permits and other authorizations. Failure to comply with such laws could result in legal proceedings, which may include substantial penalties. We believe that, based on currently known information, compliance with these laws and regulations will not have a material adverse effect on our results of operations, financial condition or cash flows.

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

**Legal Proceedings**

We are, and 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. We recognize legal costs in connection with legal and regulatory matters as they are incurred. In the opinion of management, as of December 31, 2025, there were no pending legal matters that would reasonably be expected to have a material impact on our operating results, financial position or cash flows.

**NOTE 16—SEGMENT INFORMATION AND CUSTOMER CONCENTRATION**

We have determined that we operate as a single operating and reportable segment. We are managed by our general partner, and the executive team of our general partner is organized by function, rather than legal entity or discrete financial data oversight, with no business component managers reporting to the chief operating decision maker (“CODM”), who is the president and chief executive officer of our general partner. The CODM regularly analyzes financial and operational data on a single basis of segmentation at the consolidated level, consistent with our integrated service offering, in order to allocate resources and assess performance.

The measure of profit and loss regularly provided to the CODM that is most consistent with GAAP is net income, as presented in our Consolidated Statements of Operations. This measure contributes to the CODM’s assessment of performance and resource allocation, which includes monitoring of budget versus actual results, establishing compensation and deciding on capital allocation priorities. Significant expenses regularly provided to the CODM, and included in the measure of profit and loss, are cost of sales, operating and maintenance expense and general and administrative expense, as reported in our Consolidated Statements of Operations. Also provided regularly to the CODM are changes in the fair value of our derivative instruments, which are inclusive of significant noncash items, which were \$732 million, \$388 million and \$2.1 billion in gains for the years ended December 31, 2025, 2024 and 2023, respectively. Interest income, which is included in interest and dividend income on our Consolidated Statements of Operations, was \$14 million, \$31 million and \$44 million for the years ended December 31, 2025, 2024 and 2023, respectively.

The measure of segment assets is reported on our Consolidated Balance Sheets as total assets. Substantially all of our tangible long-lived assets, which consist of property, plant and equipment, are located in the U.S. Total expenditures for additions to long-lived assets is reported on our Consolidated Statements of Cash Flows.

The following table shows the concentration of our customer credit risk with 10% or more of total revenues from contracts with external customers and/or trade receivables, net of current expected credit losses and contract assets, net of current expected credit losses. Customers under common control are considered to be a single customer.

	Percentage of Total Revenues from Contracts with External Customers			Percentage of Trade Receivables, Net and Contract Assets, Net from External Customers	
	Year Ended December 31,			December 31,	December 31,
	2025	2024	2023	2025	2024
Customer A	22%	22%	23%	28%	20%
Customer B	15%	15%	16%	19%	*
Customer C	15%	15%	16%	12%	20%
Customer D	14%	14%	15%	21%	18%
Customer E	10%	11%	11%	*	*

\* Less than 10%

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

The following table shows total revenues from contracts with external customers attributable to the country in which the revenues were derived (in millions). We attribute revenues to the country in which the party to the applicable agreement has its principal place of business, with foreign countries that individually accounted for 10% or more of total revenues from contracts with external customers shown separately from the remaining countries. Revenues attributed to foreign countries exclude certain sales and other operating revenues for which attribution to a specific country is not practicable.

	Total Revenues from Contracts with External Customers					
	Year Ended December 31,					
	2025		2024		2023	
U.S	\$	3,147	\$	2,552	\$	2,866
South Korea		1,289		1,024		1,169
India		1,259		1,015		1,119
Ireland		1,173		947		1,058
United Kingdom		949		980		718
Other countries		583		232		259
Total	\$	8,400	\$	6,750	\$	7,189

**NOTE 17—SUPPLEMENTAL CASH FLOW INFORMATION**

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

	Year Ended December 31,					
	2025		2024		2023	
Cash paid during the period for interest on debt, net of amounts capitalized	\$	710	\$	841	\$	748
Non-cash investing activities:						
Unpaid purchases of property, plant and equipment (1)		17		38		32

(1) Reflects unpaid portion, as of the end of each period, of assets and liabilities recognized during the respective periods.

See [Note 11—Leases](#) for supplemental cash flow information related to our leases.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures**

Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our general partner's principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Based on their evaluation as of the end of the fiscal year ended December 31, 2025, our general partner's principal executive officer and principal financial officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are effective to ensure that information required to be disclosed in reports that we file or submit under the Exchange Act are (1) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure and (2) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

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.

**Management's Report on Internal Control Over Financial Reporting**

Our [Management's Report on Internal Control Over Financial Reporting](#) is included in our Consolidated Financial Statements and is incorporated herein by reference.

**ITEM 9B. OTHER INFORMATION**

Rule 10b5-1 under the Exchange Act provides an affirmative defense that enables prearranged transactions in securities in a manner that avoids concerns about initiating transactions at a future date while possibly in possession of material nonpublic information. Our Insider Trading Policy permits the directors and executive officers of our general partner to enter into trading plans designed to comply with Rule 10b5-1. During the three-month period ending December 31, 2025, none of the executive officers or directors of our general partner adopted or terminated a Rule 10b5-1 trading plan or adopted or terminated a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K).

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

## PART III

### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS OF OUR GENERAL PARTNER AND CORPORATE GOVERNANCE

#### **Management of Cheniere Partners**

Cheniere Partners GP, as our general partner, manages our operations and activities. Our general partner is not elected by our unitholders and is not subject to re-election on a regular basis in the future. The directors of our general partner are elected by the sole member of the general partner. Unitholders are not entitled to elect the directors of our general partner or to participate directly or indirectly in our management or operations.

#### ***Audit Committee***

The board of directors of our general partner has appointed an audit committee composed of Lon McCain, chairman, Vincent Pagano, Jr. and Oliver G. Richard, III, each of whom is an independent director and satisfies the additional independence and financial literacy requirements for audit committee members provided for in the listing standards of the NYSE and the Exchange Act. In addition, the board of directors of our general partner has determined that Lon McCain and Oliver G. Richard, III meet the qualifications of an audit committee financial expert as such term is defined by the SEC.

The audit committee assists the board of directors of our general partner in its oversight of the integrity of our Consolidated Financial Statements and our compliance with legal and regulatory requirements and partnership policies and controls. The audit committee has the sole authority to retain and terminate our independent registered public accounting firm, approve all audit services and related fees and the terms thereof and pre-approve any non-audit services to be rendered by our independent registered public accounting firm. The audit committee is also responsible for confirming the independence and objectivity of our independent registered public accounting firm. Our independent registered public accounting firm has been given unrestricted access to the audit committee. Our audit committee charter is posted at <https://cqip.cheniere.com/company-information/governance-documents>.

#### ***Conflicts Committee***

Under our partnership agreement, the board of directors of our general partner has appointed a conflicts committee composed of the independent directors, Vincent Pagano, Jr., chairman, James R. Ball, Lon McCain and Oliver G. Richard, III, to review specific matters that the board believes may involve conflicts of interest. The conflicts committee will determine if the resolution of a conflict of interest is fair and reasonable to us. The members of the conflicts committee may not be security holders, officers or employees of our general partner, directors, officers, or employees of affiliates of the general partner or holders of any ownership interest in us other than common units or other publicly traded units and must meet the independence standards established by the NYSE, the Exchange Act and other federal securities laws. Any matter approved by the conflicts committee is conclusively deemed to be fair and reasonable to us, approved by all of our partners and not a breach by our general partner of any duties that it may owe us or our unitholders.

#### ***CMI SPA Committee***

The board of directors of our general partner has formed a CMI SPA Committee, composed of James Ball, chairman, Taylor Johnson and Scott Peak to approve LNG sales entered into between Cheniere Marketing and SPL.

#### ***Other***

We do not have a nominating committee because the directors of our general partner manage our operations.

We also do not have a compensation committee. We have no employees, directors or officers. We are managed by our general partner, Cheniere Partners GP. Our general partner has paid no cash compensation to its executive officers since its inception. All of the executive officers of our general partner are also executive officers of Cheniere. Cheniere compensates these officers for the performance of their duties as executive officers of Cheniere, which includes managing our partnership. Cheniere does not allocate this compensation between services for us and services for Cheniere and its affiliates.

**Meetings of Independent Directors and Communications with Directors**

The board of directors of our general partner holds regular executive sessions in which independent directors meet without any members of management present. During such executive sessions, the Chairman of the Audit Committee serves as the presiding director.

Interested parties wishing to communicate with the board of directors of our general partner or any members thereof should send any communication to the Corporate Secretary, Cheniere Energy Partners, L.P., 845 Texas Avenue, Suite 1250, Houston, Texas 77002. If the interested party is a unitholder, any such communication must state the number of units beneficially owned by the unitholder making the communication. The Corporate Secretary will forward such communication to the full board of directors of our general partner or to any individual director or directors to whom the communication is directed, unless the Corporate Secretary determines that the communication does not relate to the business or affairs of the Partnership or the functioning or constitution of the board of directors of our general partner or any of its committees, relates to routine or insignificant matters that do not warrant the attention of the board of directors of our general partner, is an advertisement or other commercial solicitation or communication, is frivolous or offensive, or is otherwise not appropriate for delivery to the directors. The director or directors who receive any such communication will have discretion to determine whether the subject matter of the communication should be brought to the attention of the full board of directors of our general partner or one or more of its committees and whether any response to the person sending the communication is appropriate. Any such response will be made through the Corporate Secretary and only in accordance with the Partnership’s policies and procedures and the applicable laws and regulations relating to the disclosure of information.

**Directors and Executive Officers of Our General Partner**

The following sets forth information, as of February 20, 2026, regarding the individuals who currently serve on the board of directors and as executive officers of our general partner. The appointments of Messrs. Dell’Amore, Hutton and Peak to the board of directors of our general partner were made pursuant to the rights of CQP Holdco LP (f/k/a Blackstone CQP Holdco LP) (“**CQP Holdco**”) under the Third Amended and Restated Limited Liability Company Agreement of our general partner (the “**GP LLC Agreement**”) to appoint certain directors to the board of directors of our general partner.

Name	Age	Election Date	Position with Our General Partner
Jack A. Fusco	63	May 2016	Chairman of the Board and President and Chief Executive Officer
James R. Ball	75	September 2012	Director
Zach Davis	41	August 2020	Director and Executive Vice President and Chief Financial Officer
Christopher Dell’Amore	36	January 2023	Director
Anatol Feygin	57	October 2024	Director and Executive Vice President and Chief Commercial Officer
Matthew Hutton	38	April 2024	Director
Taylor Johnson	46	June 2023	Director and Senior Vice President and Deputy General Counsel
Lon McCain	78	March 2007	Director
Vincent Pagano, Jr.	75	December 2012	Director
Scott Peak	45	April 2025	Director
Oliver G. Richard, III	73	September 2012	Director

**Jack A. Fusco**

*Chairman of the Board and President and Chief Executive Officer of our general partner*

Mr. Fusco has served as President and Chief Executive Officer of Cheniere since May 2016 and as a director since June 2016. In addition, Mr. Fusco serves as Chairman, President and Chief Executive Officer of our general partner. Mr. Fusco is also a Manager, President and Chief Executive Officer of the general partner of Sabine Pass LNG, L.P. and Chief Executive Officer of Sabine Pass Liquefaction, LLC. Mr. Fusco received recognition as Best CEO in the electric industry by Institutional Investor in 2012 as ranked by all industry analysts and for Best Investor Relations by a CEO or Chairman among all mid-cap companies by IR Magazine in 2013. Institutional Investor also recognized Mr. Fusco as the All-American Executive Team Best CEO in the natural gas industry for 2020 and 2022 through 2025. Mr. Fusco was also named 2025 Chief Executive of the Year by Platts Global Energy Awards.

Mr. Fusco served as Chief Executive Officer of Calpine Corporation (“**Calpine**”) from August 2008 to May 2014 and as Executive Chairman of Calpine from May 2014 through May 11, 2016. Mr. Fusco served as a member of the board of directors of Calpine from August 2008 until March 2018, when the sale of Calpine to an affiliate of Energy Capital Partners and a

consortium of other investors was completed. Mr. Fusco was recruited by Calpine's key shareholders in 2008, just as that company was emerging from bankruptcy. Calpine grew to become America's largest generator of electricity from natural gas, safely and reliably meeting the needs of an economy that demands cleaner, more fuel-efficient and dependable sources of electricity. As Chief Executive Officer of Calpine, Mr. Fusco managed a team of approximately 2,300 employees and led one of the largest purchasers of natural gas in America, a successful developer of new gas-fired power generation facilities and a company that prudently managed the inherent commodity trading and balance sheet risks associated with being a merchant power producer.

Mr. Fusco's career of over 40 years in the energy industry began with his employment at Pacific Gas & Electric Company upon graduation from California State University, Sacramento with a Bachelor of Science in Mechanical Engineering in 1984. He joined Goldman Sachs 13 years later as a Vice President with responsibility for commodity trading and marketing of wholesale electricity, a role that led to the creation of Orion Power Holdings, an independent power producer that Mr. Fusco helped found with backing from Goldman Sachs, where he served as President and Chief Executive Officer from 1998-2002. In 2004, he was asked to serve as Chairman and Chief Executive Officer of Texas Genco LLC by a group of private institutional investors, and successfully managed the transition of that business from a subsidiary of a regulated utility to a strong and profitable independent company, generating a more than 5-fold return for shareholders upon its merger with NRG in 2006. Mr. Fusco is currently on the board of directors of the American-Italian Cancer Foundation, a non-profit organization supporting cancer research and education. It was determined that Mr. Fusco should serve as a director of our general partner because of his prior experience leading successful energy industry companies and his perspective as President and Chief Executive Officer of Cheniere.

**James R. Ball**

*Director of our general partner, Chairman of the Executive Committee and the CMI SPA Committee and a member of the Conflicts Committee*

Mr. Ball served as a senior advisor to Tachebois Limited, an energy and equities advisory firm from 2011 to 2019. Mr. Ball served as a Non-Executive Director of Gas Strategies Group Ltd, a professional services company providing commercial energy advisory services, from September 2011 to June 2013. From 1988 through 2003, he served as Chief Executive and Chairman of Gas Strategies Group, a company he founded and where he spent his career advising on financing, developing and operating many of the world's largest LNG projects. From 2004 until August 2011, he also served as an Executive Director of Gas Strategies Group. Mr. Ball has over 40 years of experience in the LNG business. Mr. Ball is a Fellow of the Energy Institute and Companion of the Institute of Gas Engineers and Managers. Mr. Ball received a B.A. in Economics from the University of Colorado and an M.S. from Bayes Business School. It was determined that Mr. Ball should serve as a director of our general partner because of his background as an advisor in the energy industry. Mr. Ball has not held any other directorships in a company with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act of 1940 (the "**Investment Company Act**") during the past five years.

**Zach Davis**

*Executive Vice President and Chief Financial Officer of our general partner, Director of our general partner and a member of the Executive Committee*

Mr. Davis has served as Chief Financial Officer of Cheniere and our general partner since August 2020. Institutional Investor/Extel has recognized Mr. Davis as the All-America Executive Team Overall #1 ranked CFO in Energy - Natural Gas & Master Limited Partnership Sector for 2022 through 2025 by the buy-side and sell-side investor community.

Mr. Davis joined Cheniere in November 2013. While serving as Chief Financial Officer, he has served as Executive Vice President since February 2022 and served as Senior Vice President from August 2020 to February 2022. He previously served as Senior Vice President, Finance from February 2020 to August 2020 and as Vice President, Finance and Planning from October 2016 to February 2020. Mr. Davis has over 18 years of finance experience, primarily in the LNG, power, renewable energy, midstream and infrastructure sectors. Prior to joining Cheniere, Mr. Davis held energy investment banking and project finance roles at Credit Suisse, Marathon Capital and HSH Nordbank. Mr. Davis received a B.S. in Economics from Duke University. It was determined that Mr. Davis should serve as a director of our general partner because of his background in energy finance and his perspective as Executive Vice President and Chief Financial Officer of Cheniere. Mr. Davis has not held any other directorships in a company with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act during the past five years.

**Christopher Dell'Amore**

*Director of our general partner and a member of the Executive Committee*

Mr. Dell'Amore is a Managing Director in the Infrastructure Group for Blackstone Inc. Prior to joining Blackstone, Mr. Dell'Amore worked at Morgan Stanley Infrastructure Partners (MSIP) and Fortress Investment Group, focusing on private equity investments in the energy, power and transportation sectors. Prior to that, Mr. Dell'Amore was an Analyst at Société Générale in the Energy group. Mr. Dell'Amore previously served as a director of Höegh LNG Holdings Ltd., a leading owner and operator of floating storage and regasification units and LNG carriers, as a Board Alternate/Observer from May 2021 to September 2021. Mr. Dell'Amore received a B.A. in Economics and Spanish Language & Literature from Colgate University, where he graduated magna cum laude and with honors, an M.B.A. from The Wharton School at the University of Pennsylvania and an M.A. in International Studies (Latin America) from The Lauder Institute at the University of Pennsylvania. Mr. Dell'Amore was appointed as a director of our general partner pursuant to the rights of CQP Holdco under the GP LLC Agreement, and brings energy and infrastructure investment experience to the board.

**Anatol Feygin**

*Director and Executive Vice President and Chief Commercial Officer of our general partner*

Mr. Feygin has served as Executive Vice President and Chief Commercial Officer of Cheniere and Cheniere Partners GP since September 2016 and December 2016, respectively. Mr. Feygin joined Cheniere in March 2014 as Senior Vice President, Strategy and Corporate Development. Prior to joining Cheniere, Mr. Feygin worked with Loews Corporation from November 2007 to March 2014, most recently as its Vice President, Energy Strategist and Senior Portfolio Manager. Prior to joining Loews, Mr. Feygin spent three years at Bank of America, most recently as Head of Global Commodity Strategy. Mr. Feygin began his banking career at J.P. Morgan Securities Inc. as Senior Analyst, Natural Gas Pipelines and Distributors. Mr. Feygin previously served on the board of directors of Diamond Offshore Drilling, Inc., an offshore drilling provider, from May 2019 to April 2021. Mr. Feygin earned a B.S. in Electrical Engineering from Rutgers University and an M.B.A. in Finance from the Leonard N. Stern School of Business at New York University. It was determined that Mr. Feygin should serve as a director of our general partner because of his background in the energy and natural gas industry and his perspective as Executive Vice President and Chief Commercial Officer of Cheniere.

**Matthew Hutton**

*Director of our general partner and member of the Executive Committee*

Mr. Hutton is a Managing Partner and Head of Energy Infrastructure investments for Brookfield's Infrastructure Group. In this role, he is responsible for oversight and leading investment sector activities in the Americas and is involved in the screening and evaluation of global investment initiatives. Prior to joining Brookfield in September 2016, Mr. Hutton was a manager of corporate development with Koch Industries, where he focused on the energy, petrochemical and fertilizer sectors. Previously, Mr. Hutton worked in the investment banking group at Macquarie Group Ltd., where he focused on investment opportunities in the infrastructure sector. Mr. Hutton holds a Bachelor of Science degree, with a concentration in Finance, from Ithaca College. Mr. Hutton was appointed as a director of our general partner pursuant to the rights of CQP Holdco under the GP LLC Agreement, and brings energy and infrastructure investment experience to the board. Mr. Hutton has not held any other directorships in a company with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act during the past five years.

**Taylor Johnson**

*Senior Vice President and Deputy General Counsel of our general partner; Director of our general partner and a member of the CMI SPA Committee*

Mr. Johnson has served as Senior Vice President and Deputy General Counsel of Cheniere and Cheniere Partners GP since February 2024. He previously served as Deputy General Counsel and Assistant Secretary from March 2023 to February 2024. Mr. Johnson joined Cheniere in April 2017 as Assistant General Counsel, providing legal support and strategic advice for Cheniere's commercial transactions, project development activities and climate and sustainability initiatives. Mr. Johnson has over 15 years of experience in LNG project development, LNG marketing, LNG trading and LNG operations. Prior to joining Cheniere, Mr. Johnson held senior legal and commercial positions with Veresen Inc. and BG Group. Mr. Johnson received a B.B.A. from Abilene Christian University and a J.D. from the University of Houston. It was determined that Mr. Johnson should serve as a director of our general partner because of his background in commercial transactions and his perspective as Senior Vice President and Deputy General Counsel of Cheniere. Mr. Johnson has not held any other directorships in a company with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act during the past five years.

**Lon McCain**

*Director of our general partner, Chairman of the Audit Committee and a member of the Conflicts Committee*

Mr. McCain was Executive Vice President and Chief Financial Officer of Ellora Energy Inc., a private, independent exploration and production company from July 2009 to August 2010. Prior to that, he was Vice President, Treasurer and Chief Financial Officer of Westport Resources Corporation, a publicly traded exploration and production company, from 2001 until the sale of that company to Kerr-McGee Corporation in 2004. From 1992 until joining Westport, Mr. McCain was Senior Vice President and Principal of Petrie Parkman & Co., an investment banking firm specializing in the oil and gas industry. From 1978 until joining Petrie Parkman, Mr. McCain held senior financial management positions with Presidio Oil Company, Petro-Lewis Corporation and Ceres Capital. He is currently on the board of directors of Crescent Energy Company, a publicly traded energy investment company. Mr. McCain previously served on the board of directors of Continental Resources, Inc., a publicly traded oil and natural gas exploration and production company, from 2006 through its private acquisition in 2022. He also previously served on the board of directors of Contango Oil and Gas Company, which combined with Independence Energy, LLC to form Crescent Energy Company in December 2021. Mr. McCain received a B.S. in Business Administration and an M.B.A. in Finance from the University of Denver. Mr. McCain was also an Adjunct Professor of Finance at the University of Denver from 1982 to 2005. It was determined that Mr. McCain should serve as a director of our general partner because of his experience as a chief financial officer for energy companies and his background as an investment banker in the energy industry.

**Vincent Pagano, Jr.**

*Director of our general partner, Chairman of the Conflicts Committee and a member of the Audit Committee*

Mr. Pagano served as a senior corporate partner of Simpson Thacher & Bartlett LLP, a law firm, with a focus on capital markets transactions and public company advisory matters from 1981 until his retirement at the end of 2012. Mr. Pagano earned a law degree, cum laude, from Harvard Law School and a B.S. in Engineering, summa cum laude, from Lehigh University and an M.S. in Engineering from the University of California, Berkeley. Mr. Pagano also serves as a director of Hovnanian Enterprises, Inc., a publicly traded homebuilding company, and served as a director of L3 Technologies, Inc., an aerospace and defense company, from 2013 until its merger with Harris Corporation in June 2019. It was determined that Mr. Pagano should serve as a director of our general partner because of his capital markets expertise and his experience as an advisor to public companies on a variety of corporate matters.

**Oliver G. Richard, III**

*Director of our general partner and a member of the Audit Committee and Conflicts Committee*

Mr. Richard is the owner and president of Empire of the Seed, LLC, a private consulting firm in the energy and management industries. Mr. Richard served as Chairman, President and Chief Executive Officer of Columbia Energy Group, a natural gas company, from 1995 until 2000, and as a director of Buckeye Partners, L.P., a publicly traded petroleum product pipeline and terminal company, from 2009 through its acquisition in 2019. Mr. Richard was a Commissioner on the FERC from 1982 until 1985. Mr. Richard served as a director of American Electric Power Company, Inc., a publicly traded electric utility, from January 2013 until September 2023. Mr. Richard received a B.S. in Journalism, a J.D. from Louisiana State University and a Master of Law in Taxation from Georgetown University. It was determined that Mr. Richard should serve as a director of our general partner because of his extensive background in the energy industry, including his experience in both the public and private sectors of the energy industry.

**Scott Peak**

*Director of our general partner, member of the Executive Committee and a member of the CMI SPA Committee*

Mr. Peak is a Managing Partner, Co-President, and Head of North America for Brookfield's Infrastructure Group. In this role, he is responsible for regional oversight and investment strategy leadership and is involved in the screening and evaluation of global investment initiatives. Prior to joining Brookfield in January 2016, Mr. Peak spent a decade at Macquarie Group Ltd., where he focused on the infrastructure sector. Previously, Mr. Peak worked in the mergers and acquisitions group at Dresdner Kleinwort Wasserstein. Mr. Peak previously served as a director of Cheniere from April 2022 to April 2023 and April 2024 to April 2025 and Cheniere Partners GP from September 2020 to April 2022 and April 2023 to April 2024. Mr. Peak holds a Master of Finance with distinction from INSEAD and a B.A. in Economics from Bates College. Mr. Peak was appointed as a director of our general partner pursuant to the rights of CQP Holdco under the GP LLC Agreement, and brings energy and infrastructure investment experience to the board.

**Code of Ethics and Corporate Governance Guidelines**

Our Code of Business Conduct and Ethics covers a wide range of business practices and procedures and furthers our fundamental principles of honesty, loyalty, fairness and forthrightness. The Code of Business Conduct and Ethics was approved

by the directors of our general partner. Our Code of Business Conduct and Ethics, which is applicable to all of our directors, officers and employees, is posted at <https://cqipir.cheniere.com/company-information/governance-documents>. We also intend to post any changes to or waivers of our Code of Business Conduct and Ethics for the executive officers of our general partner on our website.

Our Corporate Governance Guidelines set out the material corporate practices that the board of directors of our general partner has implemented which serve the best interests of the Partnership and its unitholders. Our Corporate Governance Guidelines are available on our website at <https://cqipir.cheniere.com/company-information/governance-documents>.

#### **Delinquent Section 16(a) Reports**

Section 16 of the Exchange Act requires the directors and executive officers of our general partner and persons who own more than 10% of a registered class of our equity securities to file initial reports of ownership and reports of changes in ownership with the SEC. Such persons are required by SEC regulation to furnish us with copies of all Section 16(a) forms they file. Based solely on our review of the copies of such forms furnished to us and written representations from the directors and executive officers of our general partner (or otherwise based on our knowledge), we believe that all Section 16(a) filing requirements were met during 2025 in a timely manner.

#### **Insider Trading Policy**

We have adopted insider trading policies and procedures governing the purchase, sale and/or other dispositions of our securities applicable to our or our general partner's directors, officers, employees and other covered persons, and have implemented processes for the Partnership, that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations and The New York Stock Exchange listing standards. Our insider trading policy is filed as Exhibit 19 to this Annual Report on Form 10-K.

### **ITEM 11. EXECUTIVE COMPENSATION**

#### **Compensation Discussion and Analysis**

Our general partner has paid no cash compensation to its executive officers since its inception. All of the executive officers of our general partner are also executive officers of Cheniere. Cheniere compensates these officers for the performance of their duties as executive officers of Cheniere, which includes managing our partnership. Cheniere does not allocate this compensation between services for us and services for Cheniere and its affiliates. Instead, an affiliate of Cheniere provides us various general and administrative services for our benefit, such as technical, commercial, regulatory, financial, accounting, treasury, tax and legal staffing and related support services, pursuant to a services agreement for which we pay a quarterly non-accountable overhead reimbursement charge of \$3 million (adjusted for inflation). For a description of the services agreement, see [Note 13—Related Party Transactions](#) of our Notes to Consolidated Financial Statements under Item 8 of this Form 10-K.

In 2007, the board of directors of our general partner adopted the Cheniere Energy Partners, L.P. Long-Term Incentive Plan for employees, consultants and directors of our general partner, employees of its affiliates and consultants to its subsidiaries. The purpose of the plan is to enhance attraction and retention of qualified individuals who are essential for the successful operation of our partnership and to encourage them to align their interests with our interests through an equity ownership stake in us. The plan allows for the grant of options, restricted units, phantom units and unit appreciation rights. Up to 1,250,000 units may be granted under the plan. The only awards that have been granted under the plan have been made to the non-management directors of our general partner in the form of phantom units to be settled, at the director's election, in common units, cash or in equal amounts over a four-year vesting period.

#### **Compensation Committee Report**

As discussed above, the board of directors of our general partner does not have a compensation committee. In fulfilling its responsibilities, the board of directors of our general partner, acting in lieu of a compensation committee, has reviewed and discussed the Compensation Discussion and Analysis with management. Based on this review and discussion, the board of directors of our general partner recommended that the Compensation Discussion and Analysis be included in this annual report on Form 10-K.

By the members of the board of directors of our general partner:

Jack A. Fusco  
James R. Ball  
Zach Davis  
Christopher Dell'Amore  
Anatol Feygin  
Matthew Hutton  
Taylor Johnson  
Lon McCain  
Vincent Pagano, Jr.  
Scott Peak  
Oliver G. Richard, III

### ***Compensation Committee Interlocks and Insider Participation***

As discussed above, the board of directors of our general partner does not have a compensation committee. If any compensation is to be paid to our general partners' officers, the compensation would be reviewed and approved by the entire board of directors of our general partner because they perform the functions of a compensation committee in the event such committee is needed. None of the directors or executive officers of our general partner served as a member of a compensation committee of another entity that has or has had an executive officer who served as a member of the board of directors of our general partner during 2025.

### **Director Compensation**

On July 22, 2014, the board of directors of our general partner approved an annual fee of \$70,000 to each non-management director of our general partner for services as a director effective pro-rata as of the date of the approval. Also approved were annual fees of \$30,000 for the chairman of the audit committee; \$15,000 for the members of the audit committee other than the chairman; \$10,000 for the chairman of the conflicts committee; \$2,500 per meeting for the members of the conflicts committee, including the chairman; \$10,000 for the chairman of the executive committee; \$2,500 per meeting for the non-employee members of the executive committee, including the chairman; and \$30,000 for the chairman of the CMI SPA Committee. All directors' fees are pro-rated from the date of election to the board and are payable quarterly.

In addition to the annual fees paid to the non-management directors, Messrs. Ball, McCain, Pagano and Richard each receive 3,000 phantom units annually. Vesting will occur for one-fourth of the phantom units on each anniversary of the grant date beginning on the first anniversary of the grant date. Upon vesting, the phantom units will be payable, at the director's election, in common units, cash in an amount equal to fair market value of a common unit on such date, or an equal amount of both. The directors receive no distributions, and no distributions accrue, on the outstanding phantom units. Mr. Dell'Amore serves as a Managing Director in the Infrastructure Group for Blackstone Inc., Mr. Hutton serves as a Managing Director and Head of Energy Infrastructure investments for Brookfield's Infrastructure Group and Mr. Peak serves as a Managing Partner, Co-President, and Head of North America for Brookfield's Infrastructure Group. They do not receive additional compensation for service as directors.

The following table shows the compensation paid for service as a member of the board of directors of our general partner for the 2025 fiscal year:

Name	Fees Earned or Paid in Cash	Unit Awards (1)	Option Awards	Non-Equity Incentive Plan Compensation	Change in Pension Value and Nonqualified Deferred Compensation Earnings	All Other Compensation	Total
Jack A. Fusco (2)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
James R. Ball (3)	112,500	161,940	—	—	—	—	274,440
Zach Davis (2)	—	—	—	—	—	—	—
Christopher Dell'Amore (4)	—	—	—	—	—	—	—
Anatol Feygin (2)	—	—	—	—	—	—	—
Matthew Hutton (4)	—	—	—	—	—	—	—
Taylor Johnson (2)	—	—	—	—	—	—	—
Lon McCain (5)	102,500	172,230	—	—	—	—	274,730
Vincent Pagano, Jr. (6)	97,500	167,460	—	—	—	—	264,960
Scott Peak (4)(7)	—	—	—	—	—	—	—
Oliver G. Richard, III (8)	85,000	161,940	—	—	—	—	246,940
Matthew Runkle (4)(7)	—	—	—	—	—	—	—

- (1) Reflects aggregate grant date fair value. The phantom units are to be settled, at the director's election, in common units, cash, or an equal amount of both. The units are valued using the closing unit price on the date of grant and are revalued on a quarterly basis through the date of vesting.
- (2) During fiscal year 2025, Messrs. Fusco, Davis and Feygin served as executive officers of our general partner and as executive officers of Cheniere, and Mr. Johnson served as an officer of our general partner and as an officer of Cheniere. Cheniere compensates these officers for the performance of their duties as employees of Cheniere, which includes managing our partnership. They do not receive additional compensation for service as directors.
- (3) Mr. Ball was granted 3,000 phantom units in 2025 with a grant date fair value of \$161,940. In addition, Mr. Ball received \$121,455 in cash and 750 common units on account of 3,000 phantom units granted in earlier years that vested in 2025. As of December 31, 2025, he held 7,500 phantom units and 8,250 common units for a total of 15,750 units.
- (4) Messrs. Dell'Amore, Hutton, Peak and Runkle are employees of Blackstone or Brookfield, as applicable. They do not receive additional compensation for service as directors.
- (5) Mr. McCain was granted 3,000 phantom units in 2025 with a grant date fair value of \$172,230. In addition, Mr. McCain received \$0 in cash and 3,000 common units on account of 3,000 phantom units granted in earlier years that vested in 2025. As of December 31, 2025, he held 7,500 phantom units and 19,500 common units for a total of 27,000 units.
- (6) Mr. Pagano was granted 3,000 phantom units in 2025 with a grant date fair value of \$167,460. In addition, Mr. Pagano received \$83,730 in cash and 1,500 common units on account of 3,000 phantom units granted in earlier years that vested in 2025. As of December 31, 2025, he held 7,500 phantom units and 14,625 common units for a total of 22,125 units.
- (7) Effective April 1, 2025, Mr. Peak was appointed to the board of directors of our general partner and Mr. Runkle resigned as a member of the board of directors of our general partner.
- (8) Mr. Richard was granted 3,000 phantom units in 2025 with a grant date fair value of \$161,940. In addition, Mr. Richard received \$80,970 in cash and 1,500 common units on account of 3,000 phantom units granted in earlier years that vested in 2025. As of December 31, 2025, he held 7,500 phantom units and 18,750 common units for a total of 26,250 units.

## Indemnification of Directors

We have entered into indemnification agreements with each of our directors, which provide for indemnification with respect to all expenses and claims that a director incurs as a result of actions taken, or not taken, on our behalf while serving as a director, officer, employee, controlling person, selling unitholder, agent or fiduciary of Cheniere Partners GP or any of our subsidiaries. Pursuant to the agreements, no indemnification will generally be provided (1) for claims brought by the director, except for a claim of indemnity under the indemnification agreement, if we approve the bringing of such claim, or if the Delaware Limited Liability Company Act requires providing indemnification because our director has been successful on the merits of such claim, (2) for claims under Section 16(b) of the Exchange Act, or (3) if there has been a final judgment entered by a court determining that the director acted in bad faith, engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that the conduct was unlawful. Indemnification will be provided to the extent permitted by law, Cheniere Partners GP's certificate of formation and limited liability company agreement, and to a greater extent if, by law, the scope of coverage is expanded after the date of the indemnification agreements. In all events, the scope of coverage will not be less than what was in existence on the date of the indemnification agreements.

## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT, AND RELATED UNITHOLDER MATTERS

The limited partner interest in our partnership is divided into units. As of February 20, 2026, the following units were outstanding: 484.1 million common units and 9.9 million general partner units.

The amounts and percentage of units beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days. Under these rules, more than one person may be deemed a beneficial owner of the same securities, and a person may be deemed a beneficial owner of securities as to which he has no economic interest.

Except as indicated by footnote, the persons named in the table below have sole voting and investment power with respect to all units shown as beneficially owned by them, subject to community property laws where applicable. Except as indicated by footnote, the address for the beneficial owners listed below is 845 Texas Avenue, Suite 1250, Houston, Texas 77002.

### Owners of More than Five Percent of Outstanding Units

The following table shows the beneficial owners known by us to own more than five percent of our common units and/or general partner units as of February 20, 2026:

Name of Beneficial Owner	Common Units Beneficially Owned	Percentage of Common Units Beneficially Owned	Percentage of Total Securities Beneficially Owned
Cheniere Energy, Inc. (1)	239,872,502	50%	51%
Blackstone Inc. (2)	203,984,605	42%	41%
Brookfield Asset Management Inc. (3)	204,321,313	42%	41%

(1) Cheniere Energy, Inc. also owns 9,878,316 of our general partner units.

(2) Information is based on filings of Form 4 with the SEC on April 4, 2023 by CQP Rockies Platform LLC, CQP Common Holdco L.P., BIP Chinook Holdco L.L.C. (record holder of 338,242 common units), BIP-V Chinook Holdco II L.L.C. (record holder of 123,848 common units), BIP Holdings Manager, L.L.C., Blackstone Infrastructure Associates L.P., BIA GP L.P., BIA GP L.L.C., Blackstone Holdings III L.P., Blackstone Holdings III GP L.P., Blackstone Holdings III GP Management L.L.C., Blackstone Inc. (formerly known as The Blackstone Group Inc.), Blackstone Group Management L.L.C., and Stephen A. Schwarzman, which also lists CQP Holdco LP as the record holder of 190,070,316 common units and BIP-V Chinook Holdco L.L.C. ("BIP-V") as the record holder of 13,170,436 common units. In addition, Harvest Fund Advisors LLC, an indirect subsidiary of Blackstone Inc., is the beneficial owner of 281,763 common units based on Schedule 13D/A filed with the SEC on September 28, 2020 by

Blackstone Inc. and its affiliates. The address of the various persons identified in this footnote is 345 Park Avenue, New York, New York 10154.

- (3) Information is based on Schedule 13D filed with the SEC on September 30, 2020 and Form 4 filed with the SEC on June 9, 2021 by Brookfield Asset Management Inc. (“**Brookfield**”), BIF IV Cypress Aggregator (Delaware) LLC (“**BIF IV Cypress Aggregator**”), Brookfield Infrastructure Fund IV GP LLC (“**BIF**”), Brookfield Asset Management Private Institutional Capital Adviser (Canada), LP (“**BAMPIC Canada**”) and BAM Partners Trust (formerly known as Partners Limited) (“**Partners**”). Investment funds managed by Brookfield Public Securities Group LLC are the beneficial owners of 1,080,561 common units. 190,070,316 of the common units reported herein as being beneficially owned by the Reporting Persons are directly held by CQP Holdco LP. 13,170,436 of the common units reported herein as being beneficially owned by the Reporting Persons are directly held by BIP-V. CQP Target Holdco L.L.C. (formerly known as BX CQP Target Holdco L.L.C.) (“**Target Holdco**”) is the indirect equity holder of all of the equity interests in each of Blackstone CQP Common Holdco L.P. (“**Blackstone Common Holdco**”), CQP Holdco LP, and BX Rockies Platform Co LLC (“**BX Rockies**”) and, by virtue of its relationship with BIP-V, may be deemed to share beneficial ownership over the common units held directly by BIP-V. BIF IV Cypress Aggregator is a member of Target Holdco. BIF serves as the indirect general partner of BIF IV Cypress Aggregator. BAMPIC Canada serves as the investment adviser to BIF. Brookfield is the ultimate parent of Brookfield Infrastructure Fund III GP and BAMPIC Canada. As a result, Brookfield, BIF IV Cypress Aggregator, BIF, BAMPIC Canada and Partners may be deemed to beneficially own the common units held of record by each of Blackstone Common Holdco, CQP Holdco LP, BX Rockies and BIP-V. The address of the various persons identified in this footnote is 181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada.

#### Directors and Executive Officers

The following table sets forth information with respect to our common units beneficially owned as of February 20, 2026, by each director and executive officer of our general partner and by all current directors and executive officers of our general partner as a group. On February 20, 2026, the current directors and executive officers of CQP beneficially owned an aggregate of 61,125 common units (less than 1% of the outstanding common units at the time).

The table also presents information with respect to Cheniere Energy, Inc.’s common stock beneficially owned as of February 20, 2026, by each current director and executive officer of our general partner and by all directors and executive officers of our general partner as a group. As of February 20, 2026, Cheniere Energy, Inc. had approximately 210.2 million shares of common stock outstanding.

Name of Beneficial Owner	Cheniere Energy Partners, L.P.		Cheniere Energy, Inc.	
	Amount and Nature of Beneficial Ownership	Percent of Class	Amount and Nature of Beneficial Ownership	Percent of Class
Jack A. Fusco (1)	—	—%	724,062	*%
Zach Davis	—	—	116,146	*
Anatol Feygin	—	—	187,540	*
James R. Ball	8,250	*	—	—
Christopher Dell’Amore (2)	—	—	—	—
Matthew Hutton (2)	—	—	—	—
Taylor Johnson	—	—	49,573	*
Lon McCain	19,500	*	—	—
Vincent Pagano, Jr.	14,625	*	—	—
Oliver G. Richard, III	18,750	*	—	—
Scott Peak (2)	—	—	—	—
All current directors and executive officers as a group (11 persons)	61,125	*%	1,077,321	*%

\* Less than 1%

- (1) Includes 724,062 shares held indirectly through grantor retained annuity trusts.
- (2) Messrs. Dell’Amore, Hutton and Peak were appointed as directors of our general partner pursuant to the rights of CQP Holdco under the GP LLC Agreement to appoint certain directors to the board of directors of our general partner.

**Equity Compensation Plan Information**

In 2007, the board of directors of our general partner adopted the Cheniere Energy Partners, L.P. Long-Term Incentive Plan. The following table provides certain information as of December 31, 2025 with respect to this plan:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (1)	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column) (2)
Equity compensation plans approved by security holders	—	N/A	—
Equity compensation plans not approved by security holders	16,875	N/A	1,161,500
<b>Total</b>	<b>16,875</b>	<b>N/A</b>	<b>1,161,500</b>

- (1) The phantom units that have been granted are payable, at the director’s election, in common units, in cash at the time of vesting in an amount equal to the fair market value of a common unit on such date or an equal amount of both.
- (2) The number of securities remaining available for issuance does not include securities reserved for issuance upon the vesting of unvested phantom units issued to directors for which such directors have made an irrevocable election to receive common units in lieu of cash.

For more information regarding the Long-Term Incentive Plan, see “Compensation Discussion and Analysis.”

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

**Related-Party Transactions**

Prior to the completion of our initial public offering of common units in 2007, the managers of our general partner approved the distributions and payments to be made to our general partner and its affiliates in connection with our ongoing operations and, in the event of, our liquidation. During our operational stage, we will generally make cash distributions to our unitholders, including our affiliates, as described in [Item 5. Market for Registrant's Common Equity, Related Unitholder Matters and Issuer Purchases of Equity Securities](#), of this annual report on Form 10-K. Upon our liquidation, our partners, including our general partner, will be entitled to receive liquidating distributions according to their respective capital account balances.

**Procedures for Review, Approval and Ratification of Transactions with Related Persons**

Under the audit committee charter, the audit committee of our general partner is required to review and approve all transactions or series of related financial transactions, arrangements or relationships between the Partnership and any related-party, if the amount involved exceeds \$120,000 and such transactions have not been reviewed by the conflicts committee of our general partner. The following related-party transactions are in addition to those related-party transactions described in [Note 13—Related Party Transactions](#) of our Notes to Consolidated Financial Statements which is herein incorporated by reference. Except as described below, such related-party transactions were approved by the members of the board of directors of our general partner, which includes each member of the audit committee.

In determining whether to approve or ratify a related party transaction, the audit committee of our general partner will apply the following standards and such other standards it deems appropriate:

- whether the related party transaction is on terms no less favorable than the terms generally available to an unaffiliated third party under the same or similar circumstances;
- whether the transaction is material to the Partnership or the related party; and
- the extent of the related person’s interest in the transaction.

In addition, pursuant to our Code of Business Conduct and Ethics approved by the board of directors of our general partner, the directors, officers and employees of our general partner are expected to bring to the attention of the Compliance

Officer any conflict or potential conflict of interest. If a conflict or potential conflict of interest arises between us and a director, officer or any of our affiliates, the resolution of any such conflict or potential conflict should be addressed by the board in accordance with the provisions of our limited partnership agreement.

### Independent Directors

Because we are a limited partnership, the NYSE does not require our general partner's board of directors to be composed of a majority of directors who meet the criteria for independence required by the NYSE. The board of our general partner has determined that Messrs. Ball, McCain, Pagano and Richard are independent directors in accordance with the NYSE independence standards.

### ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Our independent registered public accounting firm is KPMG LLP, Houston, Texas, Auditor Firm ID 185. The following table sets forth the fees billed by KPMG LLP for professional services rendered for 2025 and 2024 (in millions):

	Fiscal 2025	Fiscal 2024
Audit Fees	\$ 3	\$ 3

*Audit Fees*—Audit fees for 2025 and 2024 include fees associated with the integrated audit of our annual Consolidated Financial Statements, reviews of our interim Consolidated Financial Statements and services performed in connection with registration statements and debt offerings, including comfort letters and consents.

*Audit-Related Fees*—There were no audit-related fees in 2025 and 2024.

*Tax Fees*—There were no tax fees in 2025 and 2024.

*Other Fees*—There were no other fees in 2025 and 2024.

### Auditor Pre-Approval Policy and Procedures

Under the audit committee's charter, the audit committee is required to review and approve in advance all audit and lawfully permitted non-audit services to be provided by the independent accountants and the fees for such services. Pre-approval of non-audit services (other than review and attestation services) shall not be required if such services fall within exceptions established by the SEC. All audit and non-audit services provided to us during the fiscal years ended December 31, 2025 and 2024 were pre-approved.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) Financial Statements and Exhibits

(1) Financial Statements—Cheniere Energy Partners, L.P.:

<a href="#">Management’s Report to the Unitholders of Cheniere Energy Partners, L.P.</a>	<a href="#">51</a>
<a href="#">Reports of Independent Registered Public Accounting Firm</a>	<a href="#">52</a>
<a href="#">Consolidated Statements of Operations</a>	<a href="#">56</a>
<a href="#">Consolidated Balance Sheets</a>	<a href="#">57</a>
<a href="#">Consolidated Statements of Partners’ Equity (Deficit)</a>	<a href="#">58</a>
<a href="#">Consolidated Statements of Cash Flows</a>	<a href="#">59</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">60</a>

(2) Financial Statement Schedules:

All financial statement schedules have been omitted because they are not required, are not applicable, or the required information has been included in the consolidated financial statements and accompanying notes included in this Form 10-K.

(3) Exhibits:

Certain of the agreements filed as exhibits to this Form 10-K contain representations, warranties, covenants and conditions by the parties to the agreements that have been made solely for the benefit of the parties to the agreement. These representations, warranties, covenants and conditions:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- may have been qualified by disclosures that were made to the other parties in connection with the negotiation of the agreements, which disclosures are not necessarily reflected in the agreements;
- may apply standards of materiality that differ from those of a reasonable investor; and
- were made only as of specified dates contained in the agreements and are subject to subsequent developments and changed circumstances.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. These agreements are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Partnership or the other parties to the agreements. Investors should not rely on them as statements of fact.

Exhibit No.	Description	Incorporated by Reference (1)			
		Entity	Form	Exhibit	Filing Date
2.1	<a href="#">Contribution and Conveyance Agreement, by and among the Partnership, Cheniere LNG Holdings, LLC, Cheniere Partners GP, Cheniere Investments, Sabine Pass LNG-GP, Inc. and Sabine Pass LP, effective as of March 26, 2007</a>	CQP	8-K	10.4	3/26/2007
2.2	<a href="#">Amended and Restated Purchase and Sale Agreement, dated as of August 9, 2012, by and among the Partnership, Cheniere Pipeline Company, Grand Cheniere Pipeline, LLC and Cheniere</a>	CQP	8-K	10.2	8/9/2012

Exhibit No.	Description	Incorporated by Reference (1)			
		Entity	Form	Exhibit	Filing Date
3.1	<a href="#">Certificate of Limited Partnership of the Partnership</a>	CQP (SEC File No. 333-139572)	S-1	3.1	12/21/2006
3.2	<a href="#">Fourth Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of February 14, 2017</a>	CQP	8-K	3.1	2/21/2017
3.3	<a href="#">Certificate of Formation of Cheniere Partners GP</a>	CQP (SEC File No. 333-139572)	S-1	3.3	12/21/2006
3.4	<a href="#">Third Amended and Restated Limited Liability Company Agreement of Cheniere Partners GP, dated as of August 9, 2012</a>	CQP	8-K	3.2	8/9/2012
4.1	<a href="#">Form of common unit certificate (Included as Exhibit A to Exhibit 3.2 above)</a>	CQP	8-K	3.1	2/21/2017
4.2	<a href="#">Indenture, dated as of February 1, 2013, by and among SPL, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as trustee</a>	CQP	8-K	4.1	2/4/2013
4.3	<a href="#">First Supplemental Indenture, dated as of April 16, 2013, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	8-K	4.1.1	4/16/2013
4.4	<a href="#">Second Supplemental Indenture, dated as of April 16, 2013, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	8-K	4.1.2	4/16/2013
4.5	<a href="#">Third Supplemental Indenture, dated as of November 25, 2013, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	8-K	4.1	11/25/2013
4.6	<a href="#">Fourth Supplemental Indenture, dated as of May 20, 2014, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	8-K	4.1	5/22/2014
4.7	<a href="#">Fifth Supplemental Indenture, dated as of May 20, 2014, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	8-K	4.2	5/22/2014
4.8	<a href="#">Sixth Supplemental Indenture, dated as of March 3, 2015, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	8-K	4.1	3/3/2015
4.9	<a href="#">Seventh Supplemental Indenture, dated as of June 14, 2016, between SPL and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	6/14/2016
4.10	<a href="#">Form of 5.875% Senior Secured Note due 2026 (Included as Exhibit A-1 to Exhibit 4.9 above)</a>	CQP	8-K	4.1	6/14/2016
4.11	<a href="#">Eighth Supplemental Indenture, dated as of September 19, 2016, between SPL and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	9/23/2016
4.12	<a href="#">Ninth Supplemental Indenture, dated as of September 23, 2016, between SPL and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.2	9/23/2016
4.13	<a href="#">Form of 5.00% Senior Secured Note due 2027 (Included as Exhibit A-1 to Exhibit 4.12 above)</a>	CQP	8-K	4.2	9/23/2016
4.14	<a href="#">Tenth Supplemental Indenture, dated as of March 6, 2017, between SPL and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	3/6/2017
4.15	<a href="#">Form of 4.200% Senior Secured Note due 2028 (Included as Exhibit A-1 to Exhibit 4.14 above)</a>	CQP	8-K	4.1	3/6/2017
4.16	<a href="#">Eleventh Supplemental Indenture, dated as of May 8, 2020, between SPL and The Bank of New York Mellon, as Trustee under the Indenture</a>	SPL	8-K	4.1	5/8/2020
4.17	<a href="#">Form of 4.500% Senior Secured Note due 2030 (Included as Exhibit A-1 to Exhibit 4.16 above)</a>	SPL	8-K	4.1	5/8/2020
4.18	<a href="#">Twelfth Supplemental Indenture, dated as of November 29, 2022, between SPL and The Bank of New York Mellon, as Trustee under the Indenture</a>	SPL	8-K	4.1	11/29/2022
4.19	<a href="#">Form of 5.900% Senior Secured Amortizing Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.18 above)</a>	SPL	8-K	4.1	11/29/2022

Exhibit No.	Description	Incorporated by Reference (1)			
		Entity	Form	Exhibit	Filing Date
4.20	<a href="#">Indenture, dated as of February 24, 2017, between SPL, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	2/27/2017
4.21	<a href="#">Form of 5.00% Senior Secured Note due 2037 (Included as Exhibit A-1 to Exhibit 4.20 above)</a>	CQP	8-K	4.1	2/27/2017
4.22	<a href="#">Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	10-K	4.24	2/24/2022
4.23	<a href="#">Form of 2.95% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.22 above)</a>	CQP	10-K	4.24	2/24/2022
4.24	<a href="#">Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	10-K	4.26	2/24/2022
4.25	<a href="#">Form of 3.17% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.24 above)</a>	CQP	10-K	4.26	2/24/2022
4.26	<a href="#">First Supplemental Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	10-K	4.28	2/24/2022
4.27	<a href="#">Form of 3.19% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.26 above)</a>	CQP	10-K	4.28	2/24/2022
4.28	<a href="#">Second Supplemental Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	10-K	4.30	2/24/2022
4.29	<a href="#">Form of 3.08% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.28 above)</a>	CQP	10-K	4.30	2/24/2022
4.30	<a href="#">Third Supplemental Indenture, dated as of December 15, 2021, between SPL and The Bank of New York Mellon, as Trustee</a>	CQP	10-K	4.32	2/24/2022
4.31	<a href="#">Form of 3.10% Senior Secured Notes due 2037 (Included as Exhibit A-1 to Exhibit 4.30 above)</a>	CQP	10-K	4.32	2/24/2022
4.32	<a href="#">Indenture, dated as of September 18, 2017, between the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	9/18/2017
4.33	<a href="#">First Supplemental Indenture, dated as of September 18, 2017, between the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.2	9/18/2017
4.34	<a href="#">Second Supplemental Indenture, dated as of September 11, 2018, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	9/12/2018
4.35	<a href="#">Third Supplemental Indenture, dated as of September 12, 2019, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	9/12/2019
4.36	<a href="#">Form of 4.500% Senior Notes due 2029 (Included as Exhibit A-1 to Exhibit 4.35 above)</a>	CQP	8-K	4.1	9/12/2019
4.37	<a href="#">Fourth Supplemental Indenture, dated as of November 5, 2020, between the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	10-Q	4.1	11/6/2020
4.38	<a href="#">Fifth Supplemental Indenture, dated as of March 11, 2021, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	3/11/2021
4.39	<a href="#">Form of 4.000% Senior Notes due 2031 (Included as Exhibit A-1 to Exhibit 4.38 above)</a>	CQP	8-K	4.1	3/11/2021
4.40	<a href="#">Sixth Supplemental Indenture, dated as of September 27, 2021, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	9/27/2021
4.41	<a href="#">Form of 3.25% Senior Notes due 2032 (Included as Exhibit A-1 to Exhibit 4.40 above)</a>	CQP	8-K	4.1	9/27/2021
4.42	<a href="#">Seventh Supplemental Indenture, dated as of September 27, 2021, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	10/1/2021

Exhibit No.	Description	Incorporated by Reference (1)			
		Entity	Form	Exhibit	Filing Date
4.43	<a href="#">Eighth Supplemental Indenture, dated as of June 21, 2023, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	6/21/2023
4.44	<a href="#">Form of 5.950% Senior Notes due 2033 (Included as Exhibit A to Exhibit 4.43 above)</a>	CQP	8-K	4.1	6/21/2023
4.45	<a href="#">Ninth Supplemental Indenture, dated as of May 22, 2024, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture</a>	CQP	8-K	4.1	5/22/2024
4.46	<a href="#">Form of 5.750% Senior Secured Notes due 2034 (Included as Exhibit A to Exhibit 4.45 above)</a>	CQP	8-K	4.1	5/22/2024
4.47	<a href="#">Tenth Supplemental Indenture, dated as of July 10, 2025, among the Partnership, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture.</a>	CQP	8-K	4.1	7/10/2025
4.48	<a href="#">Form of 5.550% Senior Notes due 2035 (Included as Exhibit A to Exhibit 4.47 above)</a>	CQP	8-K	4.1	7/10/2025
4.49	<a href="#">Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934</a>	CQP	10-K	4.47	2/22/2024
10.1	<a href="#">Senior Revolving Credit and Guaranty Agreement, among SPL, as borrower, certain subsidiaries of the Company, The Bank of Nova Scotia, as Senior Facility Agent, Société Générale, as the Common Security Trustee, the issuing banks and lenders from time to time party thereto and other participants</a>	SPL (SEC File No. 333-273238)	S-4	10.46	7/13/2023
10.2	<a href="#">Fourth Amended and Restated Common Terms Agreement, among SPL, as borrower, the Secured Debt Holder Group Representatives party thereto, the Secured Hedge Representatives party thereto, the Secured Gas Hedge Representatives party thereto and Société Générale, as the Common Security Trustee and the Intercreditor Agent</a>	SPL (SEC File No. 333-273238)	S-4	10.44	7/13/2023
10.3	<a href="#">Third Amended and Restated Accounts Agreement, among SPL, certain subsidiaries of SPL, Société Générale, as the Common Security Trustee, and Citibank, N.A. as the Accounts Bank</a>	SPL	8-K	10.3	3/23/2020
10.4	<a href="#">Credit and Guaranty Agreement, dated as of June 23, 2023, among the Partnership, as borrower, certain subsidiaries of the Partnership, as Subsidiary Guarantors, the lenders from time to time party thereto, Société Générale, Natixis, Sumitomo Mitsui Banking Corporation, The Bank of Nova Scotia, and Wells Fargo Bank, as Issuing Banks, MUFG Bank, LTD as Administrative Agent and Coordinating Lead Arranger, and certain arrangers and other participants</a>	CQP	10-Q	10.2	8/3/2023
10.5†	<a href="#">Cheniere Energy Partners, L.P. 2007 Long-Term Incentive Plan</a>	CQP	8-K	10.3	3/26/2007
10.6†	<a href="#">Form of Phantom Units Agreement under the Cheniere Energy Partners, L.P. Long-Term Incentive Plan (2012 Reload Award)</a>	CQP	10-Q	10.9	11/2/2012
10.7†	<a href="#">Form of Phantom Units Agreement under the Cheniere Energy Partners, L.P. Long-Term Incentive Plan</a>	CQP	10-Q	10.8	11/2/2012
10.8†	<a href="#">Form of Phantom Units Agreement under the Cheniere Energy Partners, L.P. Long-Term Incentive Plan (Units Settlement)</a>	CQP	10-K	10.41	2/20/2015
10.9†	<a href="#">Form of Phantom Units Agreement under the Cheniere Energy Partners, L.P. Long-Term Incentive Plan (Reload Units Settlement)</a>	CQP	10-K	10.42	2/20/2015
10.10†	<a href="#">Form of Indemnification Agreement for officers and/or directors of Cheniere Partners GP</a>	CQP	10-Q	10.2	11/3/2022
10.11	<a href="#">LNG Sale and Purchase Agreement (FOB), dated November 21, 2011, between SPL (Seller) and Gas Natural Aproveisionamientos SDG S.A. (subsequently assigned to Gas Natural Fenosa LNG GOM, Limited) (Buyer)</a>	CQP	8-K	10.1	11/21/2011

Exhibit No.	Description	Incorporated by Reference (1)			
		Entity	Form	Exhibit	Filing Date
10.12	<a href="#">Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated April 3, 2013, between SPL (Seller) and Gas Natural Aproveisionamientos SDG S.A. (subsequently assigned to Gas Natural Fenosa LNG GOM, Limited) (Buyer)</a>	CQP	10-Q	10.1	5/3/2013
10.13	<a href="#">Amendment of LNG Sale and Purchase Agreement (FOB), dated January 12, 2017, between SPL (Seller) and Gas Natural Fenosa LNG GOM, Limited (assignee of Gas Natural Aproveisionamientos SDG S.A.) (Buyer)</a>	SPL (SEC File No. 333-215882)	S-4	10.3	2/3/2017
10.14	<a href="#">Letter agreement regarding change from LIBOR to SOFR, dated June 8, 2023, to LNG Sale and Purchase Agreement, dated November 21, 2011, between SPL and Naturgy LNG GOM, Limited (assignee of Gas Natural Aproveisionamientos SDG S.A.), as amended</a>	CQP	10-Q	10.8	8/3/2023
10.15	<a href="#">LNG Sale and Purchase Agreement (FOB), dated December 11, 2011, between SPL (Seller) and GAIL (India) Limited (Buyer)</a>	CQP	8-K	10.1	12/12/2011
10.16	<a href="#">Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated February 18, 2013, between SPL (Seller) and GAIL (India) Limited (Buyer)</a>	CQP	10-K	10.18	2/22/2013
10.17	<a href="#">Letter agreement regarding change from LIBOR to SOFR, dated June 16, 2023, to LNG Sale and Purchase Agreement, dated December 11, 2011, between SPL and GAIL (India) Limited, as amended</a>	CQP	10-Q	10.6	8/3/2023
10.18	<a href="#">Amended and Restated LNG Sale and Purchase Agreement (FOB), dated January 25, 2012, between SPL (Seller) and BG Gulf Coast LNG, LLC (Buyer)</a>	CQP	8-K	10.1	1/26/2012
10.19	<a href="#">Letter agreement regarding change from LIBOR to SOFR, dated May 18, 2023, to LNG Sale and Purchase Agreement, dated January 25, 2012, between SPL and BG Gulf Coast LNG, LLC, as amended</a>	CQP	10-Q	10.5	8/3/2023
10.20	<a href="#">LNG Sale and Purchase Agreement (FOB), dated January 30, 2012, between SPL (Seller) and Korea Gas Corporation (Buyer)</a>	CQP	8-K	10.1	1/30/2012
10.21	<a href="#">Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated February 18, 2013, between SPL (Seller) and Korea Gas Corporation (Buyer)</a>	CQP	10-K	10.19	2/22/2013
10.22	<a href="#">Letter agreement regarding change from LIBOR to SOFR, dated June 30, 2023, to LNG Sale and Purchase Agreement, dated January 30, 2012, between SPL and Korea Gas Corporation, as amended</a>	CQP	10-Q	10.7	8/3/2023
10.23	<a href="#">Amended and Restated LNG Sale and Purchase Agreement (FOB), dated August 5, 2014, between SPL (Seller) and Cheniere Marketing, LLC (Buyer)</a>	SPL	8-K	10.1	8/11/2014
10.24	<a href="#">Letter agreement, dated December 8, 2016, amending the Amended and Restated LNG Sale and Purchase Agreement (FOB), dated August 5, 2014, between SPL and Cheniere Marketing International LLP (as assignee of Cheniere Marketing, LLC)</a>	SPL	10-K	10.14	2/24/2017
10.25	<a href="#">Amendment No. 1 of Amended and Restated LNG Sale and Purchase Agreement, dated May 3, 2019, by and between SPL and Cheniere Marketing International LLP</a>	CQP	10-Q	10.1	5/9/2019
10.26	<a href="#">Letter Agreement, dated August 4, 2021, regarding the Amended and Restated LNG Sale and Purchase Agreement (FOB), dated August 5, 2014, between SPL and Cheniere Marketing International LLP (as assignee of Cheniere Marketing, LLC)</a>	CQP	10-Q	10.2	8/5/2021

Exhibit No.	Description	Incorporated by Reference (1)			
		Entity	Form	Exhibit	Filing Date
10.27	<a href="#">Letter agreement regarding change from LIBOR to SOFR, dated June 26, 2023, to Amended and Restated LNG Sale and Purchase Agreement (FOB) between SPL and Cheniere Marketing International LLP, dated August 5, 2014, as amended</a>	CQP	10-Q	10.9	8/3/2023
10.28	<a href="#">LNG Sale and Purchase Agreement (Tourmaline Oil Marketing Corp), dated June 15, 2022, between SPL and Cheniere Marketing International LLP</a>	CQP	10-Q	10.3	11/3/2022
10.29	<a href="#">Management Services Agreement, dated May 14, 2012, by and between Cheniere Terminals and SPL</a>	CQP	8-K	10.6	5/15/2012
10.30	<a href="#">Amendment to Management Services Agreement, dated September 28, 2015, between Cheniere Terminals and SPL</a>	SPL	10-Q/A	10.8	11/9/2015
10.31	<a href="#">Amended and Restated Management Services Agreement, dated as of August 9, 2012, by and between Cheniere Terminals and SPLNG</a>	CQP	10-Q	10.6	11/2/2012
10.32	<a href="#">Management Services Agreement, dated May 27, 2013, by and between Cheniere Terminals and CTPL</a>	CQP	10-Q	10.2	8/2/2013
10.33	<a href="#">Operation and Maintenance Agreement (Sabine Pass Liquefaction Facilities), dated May 14, 2012, by and between Cheniere LNG O&amp;M Services, LLC, Cheniere Partners GP and SPL</a>	CQP	8-K	10.5	5/15/2012
10.34	<a href="#">Assignment and Assumption Agreement (Sabine Pass Liquefaction O&amp;M Agreement), dated as of November 20, 2013, by and between Cheniere Partners GP and Cheniere Investments</a>	Cheniere Holdings	S-1/A	10.76	12/2/2013
10.35	<a href="#">Amendment to Operation and Maintenance Agreement (Sabine Pass Liquefaction Facilities), dated September 28, 2015, by and among Cheniere LNG O&amp;M Services, LLC, Cheniere Investments and SPL</a>	SPL	10-Q/A	10.7	11/9/2015
10.36	<a href="#">Amended and Restated Operation and Maintenance Agreement (Sabine Pass LNG Facilities), dated as of August 9, 2012, by and among Cheniere Partners GP, Cheniere LNG O&amp;M Services, LLC, and SPLNG</a>	CQP	10-Q	10.5	11/2/2012
10.37	<a href="#">Assignment and Assumption Agreement (Sabine Pass LNG O&amp;M Agreement), dated as of November 20, 2013, by and between Cheniere Partners GP and Cheniere Investments</a>	Cheniere Holdings	S-1/A	10.75	12/2/2013
10.38	<a href="#">Amended and Restated Management and Administrative Services Agreement, dated as of August 9, 2012, by and between Cheniere Terminals, the Partnership and Cheniere</a>	CQP	10-Q	10.4	11/2/2012
10.39	<a href="#">Amended and Restated Operation and Maintenance Services Agreement (Cheniere Creole Trail Pipeline), dated May 27, 2013, by and between CTPL and Cheniere Partners GP</a>	CQP	10-Q	10.1	8/2/2013
10.40	<a href="#">Assignment and Assumption Agreement (Creole Trail O&amp;M Agreement), dated as of November 20, 2013, between Cheniere Partners GP and Cheniere Investments</a>	Cheniere Holdings	S-1/A	10.74	12/2/2013
10.41	<a href="#">Cooperative Endeavor Agreement &amp; Payment in Lieu of Tax Agreement with eleven Cameron Parish taxing authorities, dated October 23, 2007, by and between Cheniere Marketing, Inc. and SPLNG</a>	Cheniere	10-Q	10.7	11/6/2007
10.42	<a href="#">Amended and Restated Services and Secondment Agreement, dated as of August 9, 2012, between Cheniere LNG O&amp;M Services, LLC and Cheniere Partners GP</a>	CQP	10-Q	10.3	11/2/2012
10.43	<a href="#">Assignment and Assumption Agreement (Services and Secondment Agreement), dated as of November 20, 2013, by and between Cheniere Partners GP and Cheniere Investments</a>	Cheniere Holdings	S-1/A	10.73	12/2/2013

Exhibit No.	Description	Incorporated by Reference (1)			
		Entity	Form	Exhibit	Filing Date
10.44	<a href="#">Investors' and Registration Rights Agreement, dated as of July 31, 2012, by and among Cheniere, Cheniere Partners GP, the Partnership, Cheniere Class B Units Holdings, LLC, Blackstone CQP Holdco LP and the other investors party thereto from time to time</a>	CQP	8-K	10.1	8/6/2012
14.1*	<a href="#">Code of Business Conduct and Ethics</a>				
19*	<a href="#">Policy on Insider Trading and Compliance</a>				
21.1*	<a href="#">Subsidiaries of the Partnership</a>				
22.1	<a href="#">List of Issuers and Guarantor Subsidiaries</a>	CQP	10-Q	22.1	8/7/2025
23.1*	<a href="#">Consent of KPMG LLP</a>				
31.1*	<a href="#">Certification by Chief Executive Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act</a>				
31.2*	<a href="#">Certification by Chief Financial Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act</a>				
32.1**	<a href="#">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</a>				
32.2**	<a href="#">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</a>				
97*	<a href="#">Cheniere Energy Partners, L.P. Clawback Policy</a>				
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				
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)				

(1) Exhibits are incorporated by reference to reports of Cheniere (SEC File No. 001-16383), CQP (SEC File No. 001-33366), Cheniere Energy Partners LP Holdings, LLC (“Cheniere Holdings”) (SEC File No. 333-191298), SPL (SEC File No. 333-192373) and SPLNG (SEC File No. 333-138916), as applicable, unless otherwise indicated.

\* Filed herewith.

\*\* Furnished herewith.

† Management contract or compensatory plan or arrangement.

**ITEM 16. FORM 10-K SUMMARY**

None.



Code of Business Conduct and Ethics – CQP	
Controlled Document Type: Policy	

Exhibit 14.1

# Code of Business Conduct and Ethics – Cheniere Energy Partners, L.P.

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1.0 Introduction

Operating ethically and in compliance with both external regulations and our own rigorous internal standards is fundamental to managing risk and achieving operational excellence. This Code of Business Conduct and Ethics (“Code”) of Cheniere Energy Partners, L.P. (“Cheniere”) covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all of our personnel and may require conduct that exceeds legal minimums. If you have questions about applying the Code, it is your responsibility to seek guidance from Compliance & Ethics, Human Resources, or your supervisor, as applicable.

The Code is not the exclusive source of guidance and information regarding the conduct of our business. This Code applies to every member of Cheniere’s Board of Directors (the “Board”), officer and employee of Cheniere and its subsidiaries and affiliates in which it directly or indirectly holds a majority interest (collectively referred to as the “Company”).

To further the Company’s fundamental principles of honesty, loyalty, fairness and forthrightness, the Company has established this Code. This Code strives to deter wrongdoing and promote the following objectives:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Full, fair, accurate, timely and understandable disclosure in all reports and documents required to be filed with or submitted to the Securities and Exchange Commission (the “SEC”) and in other public communications made by the Company;
- Compliance with applicable rules and regulations of the Securities and Exchange Commission and with applicable governmental laws, rules and regulations;
- Prompt internal reporting of violations of the Code to the company Hotline, the Chief Compliance and Ethics Officer, or the Chief Legal Officer; and
- Accountability for adherence to this Code.

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2.0 Values

To emphasize that Cheniere is differentiated not only by what we do but the way we do it, we use TRAINS as an acronym for the values we embrace:

- Teamwork — Trust each other, share ideas and collaborate to meet our shared goals.
• Respect — Respect each other, the company, our stakeholders and the environment.
• Accountability — Set high, measurable performance goals, keep commitments and hold yourself and others responsible.
• Integrity — Hold yourself and each other to the highest standards of honesty and transparency.
• Nimble — Innovate and be flexible and adaptable when facing change.
• Safety — Protect the safety and well-being of people, our customers and the communities in which we operate.

3.0 Compliance with Laws

The activities of the Company and each director, officer and employee are expected to be in full compliance with all applicable laws, rules and regulations in the cities, states and countries in which the Company operates.

It would be impossible to summarize here all of the laws, rules and regulations with which the Company and its directors, officers, and employees must comply. However, each director, officer and employee of the Company is expected to understand, respect and comply with all of the laws, regulations, policies and procedures that apply to him or her in his or her position with the Company.

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If any director, officer or employee has any questions about his or her obligations under any applicable law, regulation or policy, he or she should seek advice from the Chief Compliance and Ethics Officer, Chief Legal Officer, or their designees.

4.0 Fraud

Cheniere prohibits fraud of any kind, including any fraud committed that benefits the Company. Involvement in fraud may expose the Company and the person committing the fraud to criminal offenses, which carry severe penalties. It can also damage our reputation and the confidence of our customers, suppliers, and stakeholders.

Directors, officers, and employees must never commit, encourage, assist, or ignore any fraudulent activity, regardless of actual or perceived materiality or impact.

Fraud is a crime that involves dishonest deception or theft intended to gain an advantage for oneself or another, or to cause loss to another person or expose them to the risk of loss.

Fraud can take many forms, and may involve, but is not limited to:

- Fraud by false representation or by failing to disclose information (including false or misleading statements, records, or data)
• Fraud by abuse of position (including misappropriation or misuse of Company funds, property, or assets)
• False accounting (including concealment or misreporting of transactions or data)
• Fraudulent trading or participating in a fraudulent business
• Tax-related fraud (including by false classifications or product descriptions)
• Obtaining services dishonestly (including vendor or procurement fraud)
• Cyber or data-related fraud, and misuse of intellectual property
• Aiding, abetting, counseling, or procuring any of the above

There is no materiality threshold for fraud. Even minor actions can create significant risk for the Company, its employees, and its stakeholders.

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## 5.0 Bribery and Corruption

Directors, officers, and employees are strictly prohibited from offering, promising, or giving money, gifts, loans, rewards, favors or anything of value to any governmental official, employee, agent or other intermediary (either inside or outside the United States) that is prohibited by law. Those paying a bribe may subject the Company and themselves to civil and criminal penalties. When dealing with government customers or officials, improper payments are prohibited.

The Company prohibits improper payments in all of its activities, whether these activities are with governments or in the private sector.

### 5.1 Gifts and Entertainment

Employees, officers and directors are permitted to provide or receive meals, refreshments, entertainment, and other business courtesies of reasonable value to current or potential customers, government regulators, or other parties in support of Cheniere business activities, so long as this practice (i) does not violate any law or regulation, and (ii) is consistent with industry practices, infrequent in nature, and not lavish or extravagant. In addition to the guidelines set forth in Section II above, the Company has the following policies with respect to the receipt of gifts and entertainment:

- In any case where a gift could reasonably raise a question that an individual's judgment is influenced, such director, officer or employee should report such gift to the Chief Compliance and Ethics Officer.
- A director, officer or employee should decline a gift if there would be any implication of influence on current or future dealings.
- A director, officer or employee should not do indirectly what he or she is prohibited from doing directly. For example, a director, officer or employee should not have a family member accept a prohibited gift.

Every effort should be made to refuse or return an impermissible gift. If it would be inappropriate to refuse a gift or a gift cannot be returned, the gift should promptly be reported to the attention of the Chief Compliance and Ethics Officer, who may require that the gift be donated to an appropriate community organization.

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Directors should disclose to the Chief Legal Officer or the Chief Compliance and Ethics Officer any gift or entertainment given to or received from a government official or relevant or applicable third party by the director in connection with their service on the Board. Officers and employees are expected to disclose gifts or receipts of gifts and entertainment in accordance with the *Enterprise Gifts and Entertainment Policy*. Please see the Company's *Enterprise Gifts and Entertainment Policy* for additional detail.

**5.2 Political Contributions and Activities**

Federal and state contribution and lobbying laws severely limit the contributions that the Company can make to political parties or candidates. It is Company policy that Company funds or assets shall not be used to make a political contribution to any political party or candidate, unless approval has been given by the Chief Compliance and Ethics Officer or delegate.

When a director, officer, or employee is involved in political activities it must be on an individual basis, on their own time and at their own expense. The use of any Company assets for personal political activities, including IT systems, is prohibited. Furthermore, when a director, officer or employee speaks or otherwise takes a position on political or public issues in an individual capacity, it must be made clear that comments or statements made are those of the individual and not the Company.

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### 5.3 Competition Laws

Competition laws are designed to promote a free and open marketplace by prohibiting arrangements with competitors that restrain trade. Directors, officers, and employees must not enter into any anti-competitive arrangements, such as agreements with competitors as to prices, costs, terms or conditions of sale, the markets in which the Company and/or they will compete, or customers or suppliers with whom the Company and/or they will do business. Any questions with respect to whether an arrangement is anti-competitive should be directed to Legal or Compliance.

## 6.0 Anti-Money Laundering

Money laundering is the process by which individuals or entities move criminal funds through the financial system in order to hide traces of their criminal origin or otherwise try to make these funds look legitimate. The Company is committed to complying fully with all applicable anti-money laundering laws in the countries in which it operates.

## 7.0 Trade Controls

Directors, officers, and employees are required to comply with all applicable trade laws and economic sanctions laws and regulations in the countries in which the Company operates. These laws generally apply to the import, export and transfer of certain products and technology by U.S. companies.

For more information, please reference the Company's *Anti-Corruption and Economic Sanctions Policy*.

## 8.0 Fair Dealing and Anti-trust

The Company believes that behaving ethically is a good business practice. The Company intends to live up to its obligations and be honest and fair in its dealings with others. Each director, officer and employee may not seek unfair advantage with the Company's customers, suppliers, co-workers or competitors or anyone else with whom he or she has contact in the course of performing his or her job, by concealment, manipulation, abuse of privileged information, misrepresentation of material facts, or any other practice of unfair dealing.

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## 9.0 Insider Trading and Stock Tipping

Directors, officers, and employees are not permitted to use or share information concerning the Company for stock trading purposes or for any other purpose except as appropriate for the conduct of the Company's business. All non-public information about the Company or other companies acquired in the capacity of a director, officer or employee should be considered confidential information. To use material non-public information for personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also illegal. In order to assist with compliance with laws against insider trading, the Company has adopted a *Policy on Insider Trading and Compliance* governing trading in securities of the Company and tipping of material non-public information.

## 10.0 Environment and Human Rights

Directors, officers, and employees are required to comply with all applicable environmental laws and regulations in the countries in which the Company operates.

To enable the Company to conduct business in a way that respects and upholds fundamental human rights, directors, officers, and employees are required to comply with applicable laws and regulations with respect to human rights in the countries in which it operates.

### 10.1 Harassment and Discrimination

Directors, officers, and employees must not harass others or create or allow a hostile work environment. Harassing behavior may be sexual or non-sexual and can include, for example, unwelcome sexual advances or physical contact, offensive or sexually suggestive comments, requests for sexual favors or the display or circulation of offensive or degrading images, text, or other material.

Harassment or discrimination of any kind are prohibited. For more information regarding prohibited conduct, employees should review the Company's *US Policy Prohibiting Discrimination and Harassment* and/or speak with their Human Resources Business Partner.

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11.0 Protection of Company Assets and Information

The Company acquires assets to promote its business affairs. The Company employs a combination of people, processes, procedures and technology to protect the confidentiality, integrity and availability of its assets, networks and systems and the confidential and proprietary data contained therein from theft, damage, loss, and misuse. Each director, officer and employee has a duty to protect the Company's assets and to take all reasonable steps to ensure their proper and efficient use. Assets include all of the Company's financial assets, real estate assets, other tangible property such as facilities, equipment, vehicles, software, and computers, as well as the Company's network and computer systems; power and energy sources; innovations; and confidential information, as defined below. The use of Company assets, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

For the protection and proper use of the Company's assets, each director, officer and employee should:

- exercise reasonable care to prevent theft, breach, damage, loss or misuse of Company property;
• promptly report the actual or suspected theft, breach, damage, loss or misuse of Company property to the Chief Compliance and Ethics Officer directly or by contacting the Cheniere Help desk;
• use the Company's voicemail, other electronic communication services or written materials for business-related purposes or as otherwise authorized by the Company and in a manner that does not reflect negatively on the Company; provided that reasonable and incidental personal use for non-political activities is permitted as long as such activities do not interfere with business responsibilities or put any of the Company's assets or property at risk of theft, breach, damage, or loss;
• safeguard all electronic programs, systems, data, communications and written materials from inadvertent access by others;
• only use authorized Generative AI ("GenAI") tools and applications responsibly and in compliance with the Acceptable Use of IT Policy, including verification of outputs, clearly identifying content generated by GenAI, only using Company credentials for GenAI applications on Company systems and networks; and

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- use Company property only for legitimate business purposes, as authorized in connection with his or her job responsibilities, or as otherwise authorized by the Company.

Company property includes all data and communications transmitted or received to or by, or contained in, the Company’s electronic or telephonic systems or by written media. Directors, officers, employees and other users of Company property should understand with respect to anything created, viewed, stored, sent or received using Company property, and to the extent permitted by law, the Company has the ability, and reserves the right, to monitor all electronic and telephonic communications. These communications may also be subject to disclosure to law enforcement or government officials at the Company’s discretion. Non-business use of Company assets is subject to monitoring and, to the extent permitted by law, disclosure. Company assets should not be used for personal activities intended to be private.

For more information please refer to the *Enterprise Security Policy* and the *Information Technology Security Policy*.

**11.1 Confidential Information and Intellectual Property**

Directors, officers, and employees will receive confidential information about the Company, its customers, operations, business prospects and opportunities in the course of their employment or tenure with the Company. Confidential information includes the following, although this list is not exhaustive:

- financial performance information;
- current and prospective client and customer lists;
- information about client and customer accounts, requirements and practices;
- business methods and ideas;
- employee lists and employment data;
- personal information collected by the Company
- documents, books, records, data, materials, supplies, and contract forms; and
- other non-public information relating to the Company and its employees, customers, suppliers, products, services, and operations.

The obligation to preserve the confidentiality of non-public information continues even after employment or the relationship with Company ends.

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Patents, copyrights, and trademarks are legal terms that define when an invention, product, written work or name is owned by an individual or company and use of these by others is prohibited without express permission. Ownership rights in patents, copyrights and trademarks are granted on a country-by-country basis. Directors, officers, and employees shall protect the Company's patents, copyrights, trademarks, and other intellectual property and respect the intellectual property rights of others. All intellectual property relating to the Company and created in the course of employment with the Company belong to and shall remain the sole property of the Company.

Ensure that confidential information and intellectual property being submitted into an approved GenAI application has preauthorized approval. Confidential information and intellectual property should not be submitted into any unapproved GenAI application.

**11.2 Physical Assets**

All documents and other tangible objects containing or representing confidential information, and all copies or extracts thereof that are in the possession of directors, officers, and employees shall be and remain the sole and exclusive property of the Company. Directors, officers, and employees are given this information because it is necessary or useful in carrying out their duties for the benefit of the Company and are required to maintain the confidentiality of such information, except when disclosure is authorized or legally mandated. No director, officer or employee may use it to further his or her personal interests, to make a profit or for any other purpose. All work product developed during employment with the Company shall remain Company property and shall not be taken or transferred from the Company without the Company's consent.

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### 11.3 Privacy

The Company is committed to protecting personal data obtained in connection with its business activities and shall ensure that personal data is only collected, accessed, processed, transferred, shared, retained, and/or disclosed if there is a legitimate purpose to do so and doing so complies with applicable, laws and regulations.

For more information, please refer to the *General Privacy Policy* and the *Staff Privacy Policy*.

## 12.0 Records Retention/Destruction

The Company's corporate records are important assets. The Company is required by law to maintain certain types of corporate records, usually for a specified period of time. Failure to retain such documents for such minimum periods could subject the Company to penalties and fines, cause the loss of rights, obstruct justice, place the Company in contempt of court, or place the Company at a serious disadvantage in litigation.

Accordingly, the Company retains corporate records for not less than their respective legally required minimum periods, and, with respect to unregulated records, for periods deemed appropriate in the ordinary course of business.

"Corporate records" in this context include records in every form and at all locations, including paper records, computer-stored, cloud-stored and other electronic records, video and sound tapes, microfiche and microfilm and social media. They also include chronologic work product files and desk copies of documents. Records which remain retrievable (such as from computer storage) after "hard copies" are destroyed are in fact not destroyed and remain, for instance, subject to discovery in litigation.

For more information please refer to the *Information Management Policy* and the *Records Retention Schedule*.

## 13.0 Conflicts of Interest

All directors, officers, and employees of the Company have a primary business responsibility to the Company and must avoid any activity that may interfere or appear to interfere with the performance of this responsibility. Business decisions must be based solely on the best interests of the Company, without regard to personal, family or other extraneous considerations.

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A “conflict of interest” exists when:

- a real or perceived private interest of a director, officer or employee is in conflict with the interest of the Company;
- any such individual receives improper personal benefits as a result of his or her position with the Company; or
- the individual has other duties, loyalties, responsibilities or obligations that are, or may be viewed as being, inconsistent with his or her duties, loyalties, responsibilities or obligations to the Company.

Conflicts of interest may arise when an individual's position or responsibilities with the Company present an opportunity for gain apart from his or her normal rewards of employment. Conflicts of interest may also arise when an individual's personal or family interests are, or may be viewed as being, inconsistent with those of the Company and therefore as creating conflicting loyalties. Such conflicting loyalties may cause a director, officer or employee to give preference to personal interests, either internal or external, in situations where Company responsibilities must come first. Personal interest which might affect, directly or indirectly, the proper exercise of judgment should be avoided.

Conflicts of interest may not always be easily recognized or identified. The following are examples of situations in which a conflict of interest may arise, although this list is not exhaustive:

- The handling of a transaction which is or could be viewed as a conflict of interest because of a material connection with the individual or company involved.
- Service as a director of an outside company or on boards of charitable and civic organizations if such service interferes with the duties and responsibilities of such director, officer or employee.
- Ownership by an employee or, to the employee's knowledge, an employee's family member of a significant financial interest in any outside enterprise that does or seeks to do business with, or competes with, the Company. A significant financial interest is a direct or indirect combined interest of an employee and their family members of more than: 1% of any class of the outstanding securities of a firm or corporation, 10% interest in a partnership or association, and/or 5% of total assets or gross income of such employee and their family members.
- Participation in a business decision with respect to an entity that is a material competitor of the Company in which a family member is an employee.

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- Solicitation of contributions or the sale of goods and services by or for other businesses or organizations on Company property or while acting as an agent of the Company.
- Acceptance of a loan from any Company customer or supplier.
- Acceptance of a fee from a third-party for performing any act that the Company could have performed.
- Abusing a position within the Company for personal gain.

Conflicts of interest are prohibited as a matter of Company policy unless specifically authorized as described below. The appearance of a conflict of interest can be as damaging to the Company as an actual conflict. Each director, officer and employee should conduct themselves at all times so as to avoid, where possible, conflicts of interest and the appearance of conflicts of interest unless specifically authorized as described below.

Persons other than directors and Section 16 officers<sup>1</sup> who become aware of an actual or potential conflict of interest should discuss the matter with and seek a determination and

authorization from the Chief Legal Officer or the Chief Compliance and Ethics Officer as set forth in the Enterprise Conflicts of Interest Policy. Please see the Company's *Enterprise Conflicts of Interest Policy* for additional information.

In addition to any review required under Section 13.1 and except to the extent specifically provided otherwise elsewhere in this Code, any situation, transaction or relationship that involves a director or Section 16 officer that may give rise to an actual, apparent, or potential conflict of interest must be disclosed in advance to the Chief Legal Officer and the Chair of the Audit Committee and, if appropriate, approved in advance by the Audit Committee or other independent committee of the Board. Non-employee directors of Cheniere should promptly notify the Chief Legal Officer or Chief Compliance and Ethics Officer in advance of accepting any new board position outside of charitable and civic organizations.

<sup>1</sup> The term "officer" for purposes of Section 16 of the Securities Exchange Act of 1934 (the "Exchange Act") is defined to mean an issuer's president, principal financial officer, principal accounting officer (or, if there is no such accounting officer, the controller), any vice president of the issuer in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the issuer. Officers of the issuer's parent(s) or subsidiaries are deemed officers of the issuer if they perform such policy-making functions for the issuer. When the issuer is a limited partnership, officers or employees of the general partner(s) who perform policy-making functions for the limited partnership are deemed officers of the limited partnership. If pursuant to Item 401(b) of Regulation S-K the issuer identifies a person as an "executive officer," it is presumed that the Board of Directors has made that judgment and that the persons so identified are the officers for purposes of Section 16 of the Exchange Act, as are such other persons enumerated above.

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A director, officer or employee may not personally benefit from their relationship or employment with the Company except through compensation received directly from the Company. This prohibition does not apply to discounts offered by merchants that are generally available to all employees of the Company.

**13.1 Outside Activities**

A director, officer or employee must disclose and obtain approval from the Chief Compliance and Ethics Officer (with respect to an officer or employee) or the Chief Legal Officer (with respect to a director) before participating in business activities outside the Company that could either unreasonably interfere with their duties and responsibilities to the Company or reflect poorly on the Company. The Company will generally approve such activities unless they are not in the best interest of the Company or that a conflict of interest otherwise exists.

**13.2 Corporate Opportunities**

A director, officer or employee shall not take personal advantage or obtain personal gain from an opportunity learned of or discovered during the course and scope of his or her employment or relationship with the Company when that opportunity or discovery could be of benefit or interest to the Company. Any such opportunity or discovery shall first be presented to the Company before being pursued in an individual capacity. Likewise, no director, officer or employee should use Company property, information or position for personal gain.

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### 14.0 Accuracy in Reporting and Other Public Communications

The Company must provide full, fair, accurate, timely and understandable disclosure in all reports and documents filed with, or submitted to, the SEC, other regulators, and in public communications made by the Company. The full, fair, accurate, timely and understandable disclosure in all such reports and documents and other public communications made by the Company is required by laws, rules and regulations and is of critical importance to the Company. This means, among other things, that any director, officer or employee who is responsible for, or who contributes to, the preparation or review of the Company’s financial statements or other information that is to be filed with the SEC or otherwise made publicly available, shall exercise due care in preparing and reviewing any such materials.

Depending on the position with the Company, an officer or employee may be called upon to provide necessary information to assure that the Company’s public reports are full, fair, accurate and understandable. The Company expects all officers and employees to take this responsibility seriously and to provide prompt and accurate answers to inquiries related to the Company’s disclosure requirements. In addition, each director, officer and employee has a responsibility to ensure that all Company documents and reports for which he or she is responsible are free of any materially false, misleading, incomplete or otherwise improper information. No person shall mislead, manipulate, defraud or coerce, or improperly influence the Company’s auditors or any employee, officer or director of the Company or any advisor to the Company, including outside counsel or auditors, with respect to the Company’s audit or SEC reports. Each director, officer and employee must cooperate fully with the Company’s accounting and internal audit departments, as well as the Company’s independent public accountants and counsel.

A director, officer or employee who becomes aware of a material error or potential misstatement in any Company financial statements or other documents filed with the SEC, must promptly report the error or potential misstatement either to the Chief Compliance and Ethics Officer, the Chief Legal Officer or using the Company’s internal reporting procedures.

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## 15.0 Culture of Compliance

The Company strives to maintain an environment where employees, officers, and directors work in accordance with our stated values and have the knowledge and understanding to comply with laws and regulations that govern their job functions. All officers, directors, and supervisors are expected to be familiar with laws, regulations, and rules and ensure their teams have sufficient knowledge with respect thereto. All employees are expected to supplement compliance with laws and regulations by completing all assigned training in the time allowed and asking questions where clarification is required. If any employee, officer, or director has questions about compliance expectations and standards, please reach out to the relevant department VP, the Chief Legal Officer, or to the Compliance and Ethics team for assistance.

### 15.1 Employee Accountability

All employees, officers and directors shall comply with all laws, regulations and market rules applicable to our business. This includes, but is not limited to, the Federal Energy Regulatory Commission Standards of Conduct (“Standards”). Each director, officer and employee should be alert and sensitive to situations that could result in actions that might violate federal, state, or local laws or the standards of conduct set forth in this Code. If any director, officer or employee believes that their conduct or that of a fellow director, officer or employee may have violated any such laws or this Code, such individual has an obligation to report the matter.

If any director, officer or employee desires to report a suspected violation of this Code, they may report such violations pursuant to the Company’s internal reporting procedures. The Company has a system for the anonymous reporting of violations of this Code of Business Conduct. This includes a United States Hotline at 866-207-4751, a United Kingdom Hotline at 0808-234-1127, and internet access at [cheniere.ethicspoint.com](http://cheniere.ethicspoint.com). These details can also be accessed from the [Cheniere.com](http://Cheniere.com) website.

Please see section 17.0 of this Code, “Asking Questions and Raising Concerns,” below for more information.

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### 15.2 Disciplinary Action

A director, officer or employee will be subject to disciplinary action if he or she violates this Code.

Appropriate actions will be taken in the event of a violation of this Code. Such action shall be reasonably designed to deter wrongdoing and to permit accountability for adherence to this Code. Violations of this Code may result in disciplinary actions up to and including termination. In addition, any violation of laws, rules or regulations that may subject the Company to fines and other penalties may result in the individual's criminal prosecution.

### 15.3 Retaliation/Whistleblower Protection

Retaliation for complying with or reporting a violation of this Code is prohibited.

The Company prohibits retaliation of any kind against individuals who have made good faith reports or complaints of violations of this Code or other known or suspected illegal or unethical conduct. Any reprisal or retaliation against an employee because the employee, in good faith, sought help, filed a report, or participated in an investigation will be subject to disciplinary action, including potential termination of employment.

## 16.0 Safe and Healthy Workplace

All directors, officers, and employees of the Company are expected to perform their duties in accordance with safety protocols, rules and training in order to recognize and mitigate potential hazards and ensure a safe working environment. Operating activities should be conducted in accordance with all applicable laws, rules and regulations in the countries in which the Company operates. Work areas must be secured and free from hazards and workplace violence. Accidents, injuries and unsafe equipment, practices or conditions should be promptly reported. Employees, officers and directors of the Company must not use, possess or be under the influence of illegal drugs or any substance that interferes with safely performing their work.

All directors, officers, and employees are expected to dress appropriately in consideration of professional or occupational norms, health, safety, laws, regulations, policies, and procedures. This includes compliance with the Company's Personal Protection Equipment ("PPE") Standard and relevant site-specific procedures.

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## 17.0 Asking Questions and Raising Concerns

Directors, officers, and employees are encouraged to seek guidance if ever unsure about the right thing to do in a business situation. In addition, all directors, officers, and employees have a responsibility to promptly report in good faith if they know of or suspect misconduct. Reporting concerns contributes to the Company's ethical culture and helps the Company promptly address situations that, if left unaddressed, could adversely impact the Company and others.

The Company is committed to fostering an environment in which all employees are encouraged to ask questions and raise concerns about any potential, suspected or known violation that has occurred, may occur and/or is occurring of any applicable law, regulation, or rule, this Code or any other Company policy, free from fear of discrimination, harassment or other forms of retaliation.

Retaliation is a violation of this Code and may also violate the law. Any retaliation should be reported in accordance with this Code.

## 18.0 Code Reviews and Amendments

This Code may be amended, modified, or waived from time to time.

This Code may be amended, modified, or waived as to non-executive officer employees only by an executive officer of Cheniere, who will ascertain whether an amendment, modification or waiver is appropriate. Waivers will be granted on a case-by-case basis and only in extraordinary circumstances. Any amendment, modification or waiver of this Code that applies to an executive officer or director of Cheniere must be approved by the Board of Directors which will ascertain whether an amendment, modification or waiver is appropriate. Sections 3.0, 13.0, 14.0, 15.1, and 15.2 of this Code (and no other provisions) shall constitute the Code of Ethics for principal financial officers under Section 406 of the Sarbanes-Oxley Act of 2002 (the "Principal Financial Officers") and the Code of Business Conduct and Ethics under the NYSE Listing Rules (the "Designated Code").

Any amendment, modification, or waiver to the Designated Code for directors, executive officers and Principal Financial Officers shall be posted on Cheniere's website or shall be otherwise disclosed in each case to the extent required by applicable securities laws or the applicable rules of the NYSE. Notice posted on Cheniere's website shall remain there for a period of 12 months and shall be retained in Cheniere's files as required by law.

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19.0 Certification

Each director, officer and employee shall certify annually to the Company that he or she acknowledges receipt of, understands and agrees to be bound by, and comply in full with, this Code. All new employees must sign a statement of agreement to be bound by this Code of Business Conduct.

20.0 Other Rights

Neither the adoption of this Code nor any description of its provisions constitutes a representation of full compliance with this Code. This Code does not, in any way, constitute an employment contract or an assurance of continued employment. This Code is not intended to create any third-party rights and should not be construed to do so.

For the avoidance of doubt, nothing in this Code shall prohibit any employee from confidentially or otherwise communicating or filing a charge or complaint with a federal, state, local or other governmental agency or regulatory (including self-regulatory) entity, including concerning alleged or suspected criminal conduct or unlawful employment practices; participating in a governmental agency or regulatory entity investigation or proceeding; giving truthful testimony, statements or disclosures to a governmental agency or regulatory entity, or if properly subpoenaed or otherwise required to do so under applicable law (including any regulation or legal process); requesting or receiving confidential legal advice (at the employee’s own expense); or making other statements or disclosures believed in good faith to be truthful factual information relating to unlawful employment practices. In addition, this Code does not limit an employee’s right to receive an award (if any) under applicable law for information provided to any government agency or regulatory entity (including under any federal whistleblower program). Nothing in this Code prohibits, limits, or restricts, or is intended to prohibit, limit, or restrict, any employee from engaging in protected concerted activity under the National Labor Relations Act (“NLRA”) for the purpose of collective bargaining or other mutual aid or protection.

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## 21.0 References

- Anti-Corruption and Economic Sanctions Policy
- US Policy Prohibiting Discrimination and Harassment
- Enterprise Gifts and Entertainment (G&E) Policy
- Policy on Insider Trading and Compliance – CQP
- Prohibition of Workplace Violence Policy
- Enterprise Conflicts of Interest Policy

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

**POLICY ON INSIDER TRADING  
AND COMPLIANCE**

*Effective: January 2, 2026*

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## Policy on Insider Trading and Compliance

It is the policy of Cheniere Energy Partners, L.P. (the “Partnership”) and its general partner, Cheniere Energy Partners GP, LLC (the “General Partner”) and collectively with the Partnership and their respective subsidiaries and affiliates, the “Company”<sup>1</sup>) to comply fully with all federal and state securities laws applicable to transactions in Company securities. It is the policy of the Company that neither the Company, nor any Covered Person (defined below), may trade in any security issued by the Company, or any option or similar right to buy or sell such a security, while in possession of material nonpublic information regarding the Company. In addition, every Covered Person must maintain the confidentiality of material nonpublic information regarding the Company that he or she may possess and shall not give advice or make recommendations regarding investments in the Company based on material nonpublic information. It is further the policy of the Company that no Covered Person may, while in possession of material nonpublic information about another company received in the course of the Covered Person performing his or her duties on behalf of the Company, trade in the securities of the other company or disclose nonpublic information to any other person. For purposes of this policy, a “trade” or “transaction” includes any purchase, sale, gift, or similar exchange.

In furtherance of this policy, the Company has appointed the Chief Legal Officer of the General Partner as the “Compliance Officer.” The Compliance Officer shall assist (1) members of the Board of Directors (the “Directors”), (2) the General Partner’s Section 16 officers<sup>2</sup> (the “Section 16 Officers”), (3) the employees of the Company designated by the Compliance Officer (“Designated Persons”) and (4) all other employees of the Company (the “Employees” and collectively with the Directors, Section 16 Officers and Designated Persons, the “Covered Persons”) with compliance with this policy. In this regard, the Company depends upon the conduct and diligence of the Covered Persons, in both their professional and personal capacities, to ensure full compliance with this policy.

Every Covered Person has the personal obligation and responsibility to comply with this policy and to ensure that Related Persons (defined below) comply with this policy. The existence of a personal financial emergency does not excuse compliance with this policy. The Securities and Exchange Commission (“SEC”) takes the position that *if a person is aware of material nonpublic*

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<sup>1</sup> The Partnership and the General Partner are indirect subsidiaries of Cheniere Energy, Inc. The Partnership does not have any employees as of the effective date of this Policy on Insider Trading and Compliance; however, employees of affiliates of Cheniere Energy, Inc. perform services for the Partnership and the General Partner.

<sup>2</sup> The term “officer” for purposes of Section 16 of the Securities Exchange Act of 1934 (the “Exchange Act”) is defined to mean an issuer’s president, principal financial officer, principal accounting officer (or, if there is no such accounting officer, the controller), any vice president of the issuer in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the issuer. Officers of the issuer’s parent(s) or subsidiaries are deemed officers of the issuer if they perform such policy-making functions for the issuer. In addition, when the issuer is a limited partnership, officers or employees of the general partner(s) who perform policy-making functions for the limited partnership are deemed officers of the limited partnership. If pursuant to Item 401(b) of Regulation S-K the issuer identifies a person as an “executive officer,” it is presumed that the Board of Directors has made that judgment and that the persons so identified are the officers for purposes of Section 16 of the Exchange Act, as are such other persons enumerated above.

information, that person is prohibited from trading, regardless of whether the information actually motivated the trade. Thus, there is no excuse for trading while a Covered Person is in possession of material nonpublic information.

**Inside Information.**

“Inside” or “nonpublic” information is information of the Company that has not been publicly released or filed with the SEC. Information is “material” if there is a substantial likelihood that the average investor would reasonably attach importance to it in determining whether to purchase or sell Company securities. Any information that could be expected to affect the price of Company securities should be considered material – sometimes referred to as “market-moving” information. Insider trading investigations are usually triggered by unusual trading on public markets, and the materiality of information is judged by the Financial Industry Regulatory Authority and government investigators after the fact. Any insider who trades in advance of material movements in stock price may be swept up in government investigations and become the target of enforcement actions, along with any family, friends and neighbors who traded during the same time frame. **A good general rule is: when in doubt, do not trade.** For examples of types of information that are generally considered to be material, please see Annex A.

**Information Deemed Public.** Information is not deemed public until *at least* one trading day after it has been disclosed by the Company (a) in a press release, (b) on a Current Report on Form 8-K or other public filing with the SEC, (c) on a publicly-accessible conference call for which adequate notice to the public was given, or (d) by another method reasonably expected to effect a broad and non-exclusionary distribution of information to the public. For example, if the Company were to make an announcement on a Monday, Covered Persons shall not trade in Company securities until at least Tuesday (or Wednesday depending on the time of the announcement), and may only trade if they do not possess material nonpublic information at that time.

**Safeguarding Material Information.** During the period that material information relating to the business or affairs of the Company is unavailable to the general public, it must be kept in strict confidence. Accordingly, such “inside” or “material nonpublic” information should be discussed only with Company personnel who have a “need to know” such information, and should be confined to as small a group as possible with the exercise of the utmost care and circumspection. Thus, conversations in public places, such as elevators, restaurants, taxis and airplanes should be limited to matters that do not involve information of a sensitive or confidential nature.

**Necessity for Authorized Release.** This prohibition against the disclosure of inside information of the Company applies specifically, but not exclusively, to inquiries about the Company that may be made by the financial press, unitholders, investment analysts or others in the financial community. It is important that all such communications on behalf of the Company be through an appropriately designated officer under carefully controlled circumstances (generally through the Chief Financial Officer and other designated Investor Relations personnel). Unless expressly authorized to the contrary, Covered Persons should decline comment on any inquiries regarding the Company from the media, unitholders, analysts and other outsiders and refer the inquirer to the Compliance Officer. The foregoing policy is in addition to any prohibitions set forth in any other Company policy or in any confidentiality agreement Covered Persons may have with the Company.

**General Open Trading Windows.** Covered Persons may only trade in Company securities during a general “open trading window.” This general open trading window *begins* one trading day after the Company issues its earnings release for any given quarter and *ends* at the close of market on the 1st day following the subsequent quarter. *All other times outside of the open trading window are considered to be “blackout periods” when trading is not permitted.* The existence of a general open trading window should not be considered a “safe harbor” for trading in Company securities, and all Covered Persons should use good judgment at all times.

**Special Blackout Periods.** There may be occasions when the Company imposes a temporary blackout on trading applicable to all Covered Persons or to Covered Persons designated by the Compliance Officer, such as when the Company plans to issue interim earnings guidance or is engaged in discussions regarding a significant business combination. If a Covered Person is made subject to a special blackout period, he or she may not engage in any transaction involving Company securities until advised that the special blackout period has been terminated. Covered Persons must keep information related to the events giving rise to a special blackout period and the existence of such special blackout period confidential from all other persons. The failure of the Compliance Officer to designate an employee as being subject to a special blackout period will not relieve that person of the obligation not to trade while aware of material nonpublic information. The absence of a special blackout period should not be considered a “safe harbor” for trading in Company securities, and all Covered Persons should use good judgment at all times.

**Prohibition on Trading in Derivatives and Commodities.** In order to avoid any appearance that Covered Persons or their Related Persons are speculating in Company securities, hedging or in-and-out trading (involving holding of Company securities for brief periods) is prohibited. In addition, no Covered Person may, directly or indirectly, (1) trade in options, warrants, puts, calls, forward contracts or similar instruments on Company securities; or (2) engage in “short sales” or “sales against the box” of Company securities, which are legally prohibited for certain Covered Persons in all events. Additionally, no Covered Person may, except in the scope of their employment, directly or indirectly, trade in natural gas or liquefied natural gas futures or options.

**Prohibition on Pledging Company Securities.** Directors and Section 16 Officers are prohibited from holding any Company securities in a margin account or otherwise pledging any Company securities as collateral for a loan.

**Prohibition on Tipping.** It is illegal for an insider to disclose or “tip” material nonpublic information about the Company or another company to any third party who then trades based on the information. The person who receives such material nonpublic information, or the “tippee,” is prohibited by law from making financial and physical transactions based on the material nonpublic information received. The concept of tipping includes passing on material nonpublic information to friends or family members, whether or not under circumstances that suggest that the insider was trying to help them make a profit or avoid a loss. The concept of tipping can also include making recommendations, “signaling,” or expressing opinions about trading, while aware of material nonpublic information. There is, therefore, a need to exercise care when speaking with other Company personnel who do not have a “need to know,” and when communicating with family, friends and other persons not associated with the Company.

**Gifts.** Covered Persons are not permitted to gift Company securities outside of a general open trading window except (1) to immediate family members, *provided that* Company securities gifted to such immediate family members are subject to the restrictions of this policy and may not be traded outside of an open trading window, and (2) subject to the prior approval of the Compliance Officer on a case-by-case basis, to a charitable, educational, or religious institution, or other exempt organization as defined in Internal Revenue Code §501(c), *provided that* the recipient is unaffiliated with the donor and will be notified not to dispose of the Company securities until the next unrestricted trading period.

**Policy Applicable to Related Persons.** Each Covered Person shall be responsible for the compliance with this policy by (a) individuals (including but not limited to Family Members of such Covered Person) who reside with such Covered Person, and (b) Family Members of such Covered Person who do not reside with such Covered Person but whose transactions in Company securities are directed by such Covered Person and/or are subject to the influence or control of such Covered Person (such as parents or children who consult with such Covered Person before they trade in Company securities) (each of the foregoing persons under (a) and/or (b), a “Related Person”). A “Family Member” means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. This policy also applies to any entities that a Covered Person controls, including any corporations, partnerships, or trusts, and transactions by these entities should be treated for the purposes of this policy and applicable securities laws as if they were for such Covered Person’s own account.

**Section 16 Reporting Obligations.** The Compliance Officer will assist or arrange for assistance to all Directors and Section 16 Officers (collectively, “Section 16 Insiders”) who request assistance in the preparation and filing of their Form 3, Form 4 and Form 5 reports, which generally must be filed within 2 business days after consummation of the transaction (including gifts). The Compliance Officer will be available to answer any questions regarding compliance with Section 16. If a Section 16 Insider requests the Company’s assistance with his or her Section 16 filings, such Section 16 Insider must sign a power of attorney and provide it to the Compliance Officer immediately. Each Section 16 Insider is solely responsible for his or her own filings under Section 16.

**Short-Swing Trading/Rule 144 Sales.** For Directors and Section 16 Officers, opposite-way trades within a six-month period may result in confiscation of any profit realized pursuant to the “short-swing” profit provisions of the federal securities laws. Directors and Section 16 Officers should take care not to violate the prohibition on short-swing trading.

Directors and Section 16 Officers generally may only resell Company securities on the open market pursuant to Rule 144. Rule 144 requires compliance with a number of technical and complicated requirements and the filing of a Form 144 in connection with sales. The broker typically files the Form 144 on behalf of the Section 16 Insider. Accordingly, after consulting with the Compliance Officer, the Section 16 Insider should inform the broker that the sale is being made by a Section 16 Insider, and confirm that the broker will file a Form 144 in advance of the sale (in practice, generally concurrently with the earliest sale covered by the form). Filing a Form 144 is a necessary element of complying with Rule 144. Please contact the Compliance Officer with questions regarding compliance with Rule 144.

**Pre-Clearance of Transactions Involving Company Securities.** No Director, Section 16 Officer or Designated Person may engage in any transaction or arrangement involving Company securities (including an option exercise, gift or loan, contribution to a trust, pledge (to the extent permitted) or any other transfer) without first obtaining pre-clearance of the transaction from the Compliance Officer. In addition, “cashless exercises” of options by Directors or Section 16 Officers may require special treatment and must be pre-cleared by the Compliance Officer. Pre-clearance of a transaction is valid only for a 48-hour period. If the person becomes aware of material nonpublic information before the trade is executed, the pre-clearance is void and the trade must not be completed.

**Exceptions to the Trading Restrictions in this Policy.** The trading restrictions in this policy, including blackout periods and pre-clearance requirements, do not apply to transactions in Company securities made in accordance with a properly qualified, adopted and pre-approved Rule 10b5-1 trading plans (discussed below). The SEC permits trades to be executed even if the securityholder is aware of material nonpublic information if the trade is executed pursuant to a written trading plan that meets the applicable SEC rules and regulations for such plans.

**Pre-Clearance of 10b5-1 Trading Plans.** If a Director, Section 16 Officer or Designated Person wishes to implement, modify or terminate a Rule 10b5-1 trading plan, the Company requires that they first pre-clear the trading plan, modification or termination with the Compliance Officer. A Director, Section 16 Officer or Designated Person may enter into, modify or terminate a Rule 10b5-1 trading plan only in good faith and at a time when they are not in possession of material nonpublic information. Further, a Director, Section 16 Officer or Designated Person may not enter into, modify or terminate a Rule 10b5-1 trading plan during a blackout period. Upon adoption, a written copy of the Rule 10b5-1 trading plan and any modifications thereto must be delivered to the Chief Legal Officer within five business days of its adoption and signing.

A Covered Person who has established a Rule 10b5-1 trading plan is prohibited from engaging in any transactions that (a) have the effect of modifying the plan (e.g., trades that would reduce the number of units available for sale under the plan due to applicable volume limitations on trading) and (b) reduce or eliminate the economic consequences of the transactions under the plan (e.g., hedging transactions).

*The Company strongly recommends that a person seeking to adopt, modify or terminate a Rule 10b5-1 trading plan consult an attorney prior to the adoption, modification or termination of such plan. The Company does not undertake any obligation to ensure that a trading plan presented to the Company complies with Rule 10b5-1.*

**Termination of Service.** Covered Persons may not trade in Company securities after termination of service with the Company if they are aware of material nonpublic information until that information has become public or is no longer material. In all other respects, the prohibitions regarding trading will cease to apply to transactions in Company securities upon the expiration of any blackout period in effect at the time of a Covered Person’s termination of service. However, Section 16 and Rule 144 may continue to apply to Directors and Section 16 Officers, and therefore the Company’s pre-clearance policies will continue to apply to Directors and Section 16 Officers until 6 months after termination of service.

**Liability and Consequences.** The penalties under the securities laws for violating the insider trading provisions are severe. The courts can levy treble damages, fines and criminal penalties (including prison terms) against persons who misuse inside information in connection with the purchase or sale of a security or who reveal confidential information to others who then trade on the basis of that information. Moreover, there may be adverse consequences for the Company and its controlling persons if action is not taken to prevent insider trading violations by persons under their control. *Given the extremely serious nature of any violation of this policy, the Company wishes to make clear that any person found to have committed such a violation will be subject to dismissal and to possible claims for any damages sustained by the Company as a result of the person's illicit activities, whether or not the person violated federal securities laws.*

**Questions.** Please contact the Compliance Officer regarding any questions with respect to this policy.

**Covered Person Certification.** Every Covered Person will be provided with a copy of this policy. All Covered Persons must sign, date and return the attached certification stating that they received this policy and agree to comply with it. All Covered Persons are bound by this policy, regardless of whether they sign the certification. Please return the enclosed certification to the Compliance Officer immediately.

*This Policy on Insider Trading and Compliance (1) states a policy of the Company and is not intended to be regarded as the rendering of legal advice and (2) is not the Company's Code of Business Conduct and Ethics.*

## Annex A

What is and is not material information is, of course, often extremely difficult to determine. The following types of information are generally considered to be material:

- operating or financial results (or “bottom line” numbers),
- projections or guidance on earnings or other financial data,
- significant pending or proposed business or asset acquisitions, dispositions or joint ventures,
- significant related party transactions,
- gain or loss of a significant customer, strategic relationship or contract,
- major changes in corporate structure, directors or management personnel,
- public or private debt or equity transactions,
- plans for substantial capital investment,
- significant expansion or reduction of operations,
- significant new products, services or marketing plans,
- patents, technology, and results of significant research and studies,
- operational results, successes, delays or difficulties, and expected timing and status of important projects,
- substantial write-ups or write-downs of assets,
- significant litigation or disputes and expected settlement timing or value,
- significant internal or external investigations, including government investigations, and related developments,
- significant government assistance programs,
- adoption of a stock redemption or repurchase program,
- change of control,
- increases or decreases in cash dividends, or the issuance of a stock dividend,
- stock splits or other forms of recapitalization,

- changes in auditor or indications that the Company may no longer rely on an audit,
- impending bankruptcy or financial liquidity problems,
- non-reliance on previously issued financial statements or restatements of financial statements,
- significant cybersecurity incidents or risks, including vulnerabilities and breaches, and
- actual or projected changes in industry circumstances or competitive conditions that could significantly affect the earnings, financial position or future prospects of the Company.

The foregoing examples are not exhaustive. Either positive or negative information may be material. In case of doubt, the information should be presumed to be material.

**COMPLIANCE CERTIFICATION**

I certify that I have read and understand, and agree to comply in full with, the Policy on Insider Trading and Compliance for Cheniere Energy Partners, L.P., Cheniere Energy Partners GP, LLC and their respective subsidiaries and affiliates (the “Insider Trading Policy”), copies of which were distributed with this certification. I understand that the Compliance Officer is available to answer any questions regarding the Insider Trading Policy.

Date:

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Signature

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Print Name

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Department or Title

## Subsidiaries of the Registrant as of December 31, 2025

<b>Entity Name</b>	<b>Jurisdiction of Incorporation</b>
Cheniere Creole Trail Pipeline, L.P.	Delaware
Cheniere Energy Investments, LLC	Delaware
Cheniere Pipeline GP Interests, LLC	Delaware
Sabine Pass Liquefaction, LLC	Delaware
Sabine Pass LNG-GP, LLC	Delaware
Sabine Pass LNG-LP, LLC	Delaware
Sabine Pass LNG, L.P.	Delaware
Sabine Pass Tug Services, LLC	Delaware
Sabine Crossing Pipeline, LLC	Delaware
Sabine Pass Project Development, LLC	Delaware
Sabine Pass Carbon Solutions, LLC	Delaware
Sabine Pass Liquefaction Stage V, LLC	Delaware

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the registration statement (No. 333-151155) on Form S-8 of our reports dated February 25, 2026, with respect to the consolidated financial statements of Cheniere Energy Partners, L.P. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP  
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Houston, Texas  
February 25, 2026

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

I, Jack A. Fusco, certify that:

1. I have reviewed this annual report on Form 10-K 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 (the registrant's fourth quarter in the case of an annual report) 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: February 25, 2026

/s/ Jack A. Fusco

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Jack A. Fusco

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, Zach Davis, certify that:

1. I have reviewed this annual report on Form 10-K 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 (the registrant's fourth quarter in the case of an annual report) 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: February 25, 2026

/s/ Zach Davis

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Zach Davis

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 annual report of Cheniere Energy Partners, L.P. (the "Partnership") on Form 10-K for the year ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jack A. Fusco, 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: February 25, 2026

/s/ Jack A. Fusco

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Jack A. Fusco

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 annual report of Cheniere Energy Partners, L.P. (the "Partnership") on Form 10-K for the year ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Zach Davis, 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: February 25, 2026

/s/ Zach Davis

Zach Davis

Chief Financial Officer of

Cheniere Energy Partners GP, LLC, the general partner of

Cheniere Energy Partners, L.P.

**CHENIERE ENERGY PARTNERS, L.P. CLAWBACK POLICY**  
**(as amended and restated November 13, 2025)**

## I. BACKGROUND

Cheniere Energy Partners, L.P. (the “Company”) has adopted this policy (this “Policy”) to provide for the recovery or “clawback” of certain incentive compensation in the event of a Restatement. This Policy is intended to comply with, and will be interpreted to be consistent with, the requirements of Section 303A.14 of the New York Stock Exchange (“NYSE”) Listed Company Manual (the “Listing Standard”) and, to the extent this Policy is in any manner deemed inconsistent with such rules, this Policy shall be treated as retroactively amended to be compliant with such rules. Certain terms used in this Policy are defined in Section VIII below.

## II. STATEMENT OF POLICY

The Company shall recover reasonably promptly the amount of erroneously awarded Incentive-Based Compensation in the event that the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a “Restatement”). For the avoidance of doubt, a Restatement does not include situations in which financial statement changes did not result from material non-compliance with financial reporting requirements, such as, but not limited to retrospective: (i) application of a change in accounting principles, (ii) revision to reportable segment information due to a change in the structure of the Company’s internal organization, (iii) reclassification due to a discontinued operation, (iv) application of a change in reporting entity, such as from a reorganization of entities under common control, (v) adjustment to provision amounts in connection with a prior business combination and (vi) revision for stock splits, stock dividends, reverse stock splits or other changes in capital structure.

The Company shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent provided under Section V below.

## III. SCOPE OF POLICY

**A. Covered Persons and Recovery Period.** This Policy applies to Incentive-Based Compensation received by a person where all of the following are met:

- after beginning service as an Executive Officer,
- who served as an Executive Officer at any time during the performance period for that Incentive-Based Compensation,
- while the Company has a class of securities listed on a national securities exchange, and
- during the three completed fiscal years immediately preceding the date that the Company is required to prepare a Restatement (the “Recovery Period”).

Notwithstanding this look-back requirement, the Company is only required to apply this Policy to Incentive-Based Compensation received on or after October 2, 2023.

For purposes of this Policy, Incentive-Based Compensation shall be deemed “received” in the Company’s fiscal period during which the Financial Reporting Measure (as defined herein) specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

**B. Transition Period.** In addition to the Recovery Period, this Policy applies to any transition period (that results from a change in the Company’s fiscal year) within or immediately following the Recovery Period (a “Transition Period”), provided that a Transition Period between the last day of the Company’s previous fiscal year end and the first day of the Company’s new fiscal year that comprises a period of nine to 12 months will be deemed a completed fiscal year.

**C. Determining Recovery Period and Method of Recovery.** For purposes of determining the relevant Recovery Period, the date that the Company is required to prepare the Restatement is the earlier to occur of:

- the date the board of directors of the Company (the “Board”), a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, and
- the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement.

For clarity, the Company’s obligation to recover erroneously awarded Incentive-Based Compensation under this Policy is not dependent on if or when a Restatement is filed.

Without limiting this Section III, the Board will have discretion in determining how to accomplish recovery of erroneously awarded Incentive-Based Compensation under this Policy, recognizing that different means of recovery may be appropriate in different circumstances. The Board is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate or advisable for the administration of this Policy, in all cases consistent with the Listing Standard.

#### **IV. AMOUNT SUBJECT TO RECOVERY**

**A. Recoverable Amount.** The amount of Incentive-Based Compensation subject to recovery under this Policy is the amount of Incentive-Based Compensation received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts, computed without regard to any taxes paid.

**B. Covered Compensation Based on Stock Price or TSR.** For Incentive-Based Compensation based on stock price or total shareholder return (“TSR”), where the amount of erroneously awarded Incentive-Based Compensation is not subject to mathematical recalculation directly from the information in a Restatement, the recoverable amount shall be determined by the Board based on a reasonable estimate of the effect of the Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received. In such event, the Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to NYSE.

## V. EXCEPTIONS

The Company shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent that the conditions set out below are met and a majority of the independent directors serving on the Board has made a determination that recovery would be impracticable:

**A. Direct Expense Exceeds Recoverable Amount.** The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered.

**B. Recovery from Certain Tax-Qualified Retirement Plans.** Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

**C. Violation of Law.** Recovery would violate home country law adopted prior to November 28, 2022.

In the case of clause (A), before concluding it would be impracticable to recover any amount of erroneously awarded Incentive-Based Compensation based on expense of enforcement, the Company shall make a reasonable attempt to recover such erroneously awarded Incentive-Based Compensation, document such reasonable attempt(s) to recover, and provide that documentation to NYSE; and in the case of clause (C), before concluding it would be impracticable to recover any amount of erroneously awarded compensation based on violation of home country law, obtain an opinion of home country counsel, acceptable to NYSE, that recovery would result in such a violation and provide that opinion to NYSE.

## VI. PROHIBITION AGAINST INDEMNIFICATION

Notwithstanding the terms of any indemnification arrangement or insurance policy with any individual covered by this Policy, the Company shall not indemnify any Executive Officer or former Executive Officer against the loss of erroneously awarded Incentive-Based Compensation, including any payment or reimbursement for the cost of insurance obtained by any such covered individual to fund amounts recoverable under this Policy.

## VII. DISCLOSURE

The Company shall file all disclosures with respect to this Policy and recoveries under this Policy in accordance with the requirements of the U.S. Federal securities laws, including the disclosure required by the applicable Securities and Exchange Commission ("SEC") filings.

## VIII. DEFINITIONS

Unless the context otherwise requires, the following definitions apply for purposes of this Policy:

"Executive Officer" means the individuals identified in accordance with Section 303A.14 of the Listing Standard.

"Financial Reporting Measures" means any of the following: (i) measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such

measures (including “non-GAAP” financial measures), (ii) stock price and (iii) TSR. A Financial Reporting Measure need not be presented within the Company’s financial statements or included in a filing with the SEC.

“Incentive-Based Compensation” means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure; however it does not include (i) base salaries, (ii) discretionary cash bonuses, (iii) cash or equity-based awards that are based upon subjective, strategic or operational standards and (iv) equity-based awards that vest solely on the passage of time.

#### **IX. ADMINISTRATION; AMENDMENT; TERMINATION**

This Policy will be administered by the Board. Any determinations of the Board will be final, binding and conclusive and need not be uniform with respect to each individual covered by this Policy.

The Board may amend this Policy from time to time and may terminate this Policy at any time, in each case in its sole discretion.

#### **X. EFFECTIVENESS; OTHER RECOUPMENT RIGHTS**

Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company and its subsidiaries and affiliates under applicable law or pursuant to the terms of any similar policy or similar provision in any employment agreement, equity award agreement or similar agreement. Notwithstanding the foregoing, there shall be no duplication of recovery of the same Incentive-Based Compensation under this Policy and any other such rights or remedies.