

Cheniere Energy Partners, L.P.  
Form 8-K  
February 04, 2013

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): January 29, 2013**

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

(Exact name of registrant as specified in its charter)

1-33366

(Commission

File Number)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**20-5913059**  
(IRS Employer  
Identification No.)

**700 Milam Street, Suite 800, Houston, Texas, 77002**

(Address of principal executive offices)

(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On February 1, 2013, Sabine Pass Liquefaction, LLC ( *SPL* ), a wholly owned subsidiary of Cheniere Energy Partners, L.P. (the *Partnership* ), closed the sale of \$1.5 billion aggregate principal amount of its 5.625% Senior Secured Notes due 2021 (the *Notes* ) pursuant to the Purchase Agreement dated January 29, 2013, (the *Purchase Agreement* ) by and among *SPL* and Morgan Stanley & Co. LLC, as representative of the initial purchasers named therein (the *Initial Purchasers* ). The sale of the Notes was not registered under the Securities Act of 1933, as amended (the *Securities Act* ), and the Notes were sold on a private placement basis in reliance on Section 4(2) of the Securities Act and Rule 144A and Regulation S thereunder.

*Purchase Agreement*

The Purchase Agreement contains customary representations, warranties and agreements by *SPL* and customary conditions to closing and indemnification obligations of *SPL* and the Initial Purchasers. The foregoing description of the Purchase Agreement is not complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 1.1 hereto and is incorporated by reference herein.

The Initial Purchasers and certain of their affiliates have provided from time to time, and may provide in the future, certain investment and commercial banking and financial advisory services to *SPL* and the Partnership in the ordinary course of business, for which they have received and may continue to receive customary fees and commissions.

*Indenture*

The Notes were issued pursuant to the Indenture, dated as of February 1, 2013 (the *Indenture* ), by and among *SPL*, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as trustee. Under the terms of the Indenture, the Notes will mature on February 1, 2021 and will accrue interest at a rate equal to 5.625% per annum on the principal amount from February 1, 2013 (the *issue date* ), with such interest payable semi-annually, in cash in arrears, on February 1 and August 1 of each year, beginning August 1, 2013. The Notes are senior secured obligations of *SPL* and rank senior in right of payment to any and all of *SPL*'s future indebtedness that is subordinated in right of payment to the Notes and equal in right of payment with all of *SPL*'s existing and future indebtedness that is senior and secured by the same collateral securing the Notes. The Notes are effectively senior to all of *SPL*'s senior indebtedness that is unsecured to the extent of the value of the assets constituting the collateral securing the Notes.

As of the issue date, the Notes were not guaranteed but will be guaranteed in the future by all of *SPL*'s future restricted subsidiaries. Such guarantees will be joint and several obligations of the guarantors of the Notes. The guarantees of the Notes will be senior secured obligations of the guarantors.

At any time or from time to time prior to, November 1, 2020, *SPL* may redeem all or a part of the Notes, at a redemption price equal to the make-whole price set forth in the Indenture, plus accrued and unpaid interest, if any, to the date of redemption. *SPL* also may at any time on or after November 1, 2020, redeem the Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption.

The Indenture also contains customary terms and events of default and certain covenants that, among other things, limit SPL's ability and the ability of SPL's restricted subsidiaries to incur additional indebtedness or issue preferred stock, make certain investments or pay dividends or distributions on capital stock or subordinated indebtedness or purchase, redeem or retire capital stock, sell or transfer assets, including capital stock of SPL's restricted subsidiaries, restrict dividends or other payments by restricted subsidiaries, incur liens, enter into transactions with affiliates, consolidate, merge, sell or lease all or substantially all of SPL's assets and enter into certain LNG sales contracts. The Indenture covenants are subject to a number of important limitations and exceptions.

This description of the Indenture is qualified in its entirety by reference to the Indenture, a copy of which is filed as Exhibit 4.1 hereto and is incorporated by reference herein.

*Registration Rights Agreement*

In connection with the closing of the sale of the Notes, SPL and Morgan Stanley & Co. LLC, as representative of the Initial Purchasers, entered into a Registration Rights Agreement, dated February 1, 2013 (the "Registration Rights Agreement"). Under the terms of the Registration Rights Agreement, SPL has agreed, and any future guarantors of the Notes will agree, to use commercially reasonable efforts to file with the U.S. Securities and Exchange Commission and cause to become effective a registration statement with respect to an offer to exchange the Notes for a like aggregate principal amount of debt securities of SPL issued under the Indenture and identical in all material respects with the Notes (other than with respect to restrictions on transfer or to any increase in annual interest rate) that are registered under the Securities Act. SPL has agreed, and any future guarantors of the Notes will agree, to use commercially reasonable efforts to cause such registration statement to become effective within 360 days after the issue date. Under specified circumstances, SPL has also agreed, and any future guarantors will also agree, to use commercially reasonable efforts to cause to become effective a shelf registration statement relating to resales of the Notes. SPL will be obligated to pay additional interest if it fails to comply with its obligations to register the Notes within the specified time periods.

This description of the Registration Rights Agreement is qualified in its entirety by reference to the Registration Rights Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information included in Item 1.01 of this report is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

d) Exhibits

<b>Number</b>	<b>Description</b>
1.1	Purchase Agreement dated January 29, 2013, between Sabine Pass Liquefaction, LLC and Morgan Stanley & Co. LLC.
4.1	Indenture, dated as of February 1, 2013, by and among Sabine Pass Liquefaction, LLC, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as trustee.
10.1	Registration Rights Agreement, February 1, 2013, between Sabine Pass Liquefaction, LLC and Morgan Stanley & Co. LLC.

**SIGNATURES**

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

CHENIERE ENERGY PARTNERS, L.P.

By: CHENIERE ENERGY PARTNERS GP, LLC,

its general partner

Date: February 4, 2013

By: /s/ Meg A. Gentle

Name: Meg A. Gentle

Title: Senior Vice President and

Chief Financial Officer

**EXHIBIT INDEX**

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