

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **CLEAN ENERGY**, a California corporation authorized to do business in the State of Colorado, d/b/a “Clean Energy Fuels Corp.” (the “**Tenant**”).

WITNESSETH

WHEREAS, CLEAN ENERGY & TECHNOLOGIES, LLC, entered into an agreement with the City dated April 4, 2006, which was amended by a First Amendment to Agreement dated June 1, 2016 (the “**Existing Agreement**”), under which the that company agreed to lease and operate Compressed Natural Gas fueling stations at Denver International Airport; and

WHEREAS, the City exercised all options for increasing the term of the Agreement as provided for in the Existing Agreement; and

WHEREAS, CLEAN ENERGY & TECHNOLOGIES, LLC, assigned its interest in the Existing Agreement to **CLEAN ENERGY**, a California corporation authorized to do business in the State of Colorado, d/b/a “Clean Energy Fuels Corp.”, and which entity is now by operation of such assignment the Tenant under the Existing Agreement;

WHEREAS, the parties desire to amend the Existing Agreement as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Section 4.01 of the Existing Agreement, entitled “Term,” is amended and restated to read as follows:

The term of this Agreement shall commence on March 1, 2006, and shall terminate on April 30, 2018, unless terminated earlier in accordance with this Agreement.

2. The language in Section 6.02 of the Existing Agreement referring to “the Producer Price Index – Finished Energy Goods (WPUSOP3510)” is hereby deleted and replaced by “the Consumer Price Index - All Urban Consumers Denver-Boulder-Greeley, CO (1982-84=100) index”.

3. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein, and are hereby ratified and reaffirmed.

4. This Second Amendment shall not be or become effective or binding on the City until approved by City Council and fully executed by all signatories of the City and County of Denver, and a fully executed Agreement has been delivered to Consultant.

[END OF AMENDMENT; SIGNATURE PAGES FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-CE57002-02

Contractor Name: CLEAN ENERGY

By:  _____

Name: Peter Grave
(please print)

Title: Sr. VP, Sales & Finance
(please print)

ATTEST: [if required]

By:  _____

Name: Mitchell W. Pratt
(please print)

Title: COO & Corporate Secretary
(please print)

