

### THIRD AMENDMENT TO AGREEMENT

**THIS THIRD AMENDMENT TO AGREEMENT** is made and entered into 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, and a Second Amendment to Agreement executed by Tenant dated May 23, 2017 (collectively, the “**Existing Agreement**”), under which the company agreed to lease and operate Compressed Natural Gas fueling stations at Denver International Airport; and

**WHEREAS**, effective April 21, 2017, with the City’s consent, 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 further 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 May 1, 2019 (“**Expiration Date**”), unless terminated earlier in accordance with this Agreement.

2. The following new Section 4.04 shall be added to the Agreement:

**4.04 Continuity of Services**: Upon written notice to the Tenant at least sixty (60) days prior to the Expiration Date that a new tenant has been selected to operate at Denver International Airport after the Expiration Date, the Term of this Agreement shall automatically renew on the Expiration Date month-to-month during which time Tenant shall cooperate (to the extent commercially reasonable) with the City to create a phase in/phase out transition plan and schedule that will address the following:

- (1) the process of removal of any of Tenant's property in accordance with the Existing Agreement;
- (2) any regulatory timelines and requirements applicable to closure of a CNG station; and
- (3) any installation of equipment by the new tenant.

During the renewal period(s), Tenant will continue to receive revenue from the CNG stations that it operates. Tenant shall work in good faith with the City and any new tenant to minimize disruption to operations and service at Denver International Airport to the extent practicable. However, notwithstanding the foregoing or anything to the contrary in the Existing Agreement, after the Expiration Date the Tenant may terminate the Existing Agreement upon thirty (30) days' prior written notice to the City, at any time for its convenience, without incurring any penalty or liability (financial, legal or otherwise). In no way shall Tenant be responsible for any act or omission by any new tenant or any equipment or other property of a new tenant.

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 Third 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 Tenant.

**[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-CE57002-03

Contractor Name: CLEAN ENERGY

By: Robert M Vreeland

Name: Robert M. Vreeland  
(please print)

Title: Chief Financial Officer  
(please print)

ATTEST: [if required]

By: J. Nathan Jensen

Name: J. Nathan Jensen  
(please print)

Title: Vice President & General Counsel  
(please print)

