

**COMPRESSED NATURAL GAS VEHICLE
FUELING STATION AGREEMENT**

This Compressed Natural Gas Vehicle Fueling Station Agreement (the “Agreement”) is made and entered into as of _____, 2017 (the “Effective Date”) by and between LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government organized by KRS 67A and CLEAN ENERGY, a California corporation doing business in the Commonwealth of Kentucky as Clean Energy Corp. LFUCG (as defined below) and CE (as defined below) are sometimes referred to in this Agreement individually as a “Party” or jointly as the “Parties”.

In consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

ARTICLE 1

1.1 Intent. This Agreement expresses the terms and conditions pursuant to which LFUCG: (a) agrees to purchase the Station Equipment from CE; and (b) authorizes CE to perform the Station Upgrade.

1.2 Termination of Prior Agreement. The Parties acknowledge and agree that on the Effective Date, the Compressed Natural Gas Vehicle Fueling Station and CNG Sales Agreement, dated April 10, 2014, executed by the Parties (the “Prior Agreement”) shall automatically terminate and be of no further force or effect and is superseded and replaced by this Agreement.

1.3 Definitions. As used in this Agreement, the following terms and expressions shall have the indicated meanings:

“Agreement” means this document and any and all exhibits attached hereto.

“CE” means Clean Energy, a California corporation doing business in the Commonwealth of Kentucky as Clean Energy Corp., acting by and through its employees, officers, subcontractors, and authorized agents.

“CNG” means pipeline quality natural gas, compressed for vehicle use.

“CNG Vehicle(s)” means motor vehicles powered by internal combustion engines using CNG as a primary fuel.

“Gasoline Gallon Equivalent” means (a) 5.66 pounds of CNG or such other number or units of measure as may now or in the future be prescribed by the federal government of the United States when CNG is being dispensed from a fast fill dispenser, and (b) 124,340 BTUs/gallon or such other number or units of measure as may now or in the future be prescribed by the federal government of

the United States when CNG is being dispensed from a time fill dispenser. Also referred to as a “GGE”.

“LFUCG” means Lexington Fayette Urban County Government, acting by and through its employees, officers and authorized agents.

“LFUCG-Caused Delay” means any material delay in the construction of the Station Upgrade necessitated by LFUCG or requested in writing by LFUCG.

“Premises” means that portion of the real property owned by LFUCG and located at 675 Byrd Thurman Drive, Lexington, KY 40510.

“Station” means both the Station Equipment and the Station Upgrade, collectively, as more fully described in Exhibit III, which is attached hereto and incorporated herein.

“Station Equipment” means the equipment described in Exhibit I, Station Equipment, which is attached hereto and incorporated by reference herein.

“Station Upgrade” means the upgrades to the Station Equipment to be performed by CE under this Agreement as described in Exhibit II, Station Upgrade, which is attached hereto and incorporated by reference herein.

“Therm” means 100,000 British Thermal Units.

“Third Party Users” means CNG vehicles owned and/or operated by entities other than LFUCG.

ARTICLE 2

2.1 Station Equipment Sale. On the Effective Date, LFUCG will: (a) transfer to CE, by wire transfer in immediately available funds to the bank account designated by CE, an amount equal to NINE HUNDRED AND SEVENTY THOUSAND DOLLARS (\$970,000) plus any applicable taxes that are determined by reference to the selling price (the “Station Equipment Sale Price”); and (b) execute the Bill of Sale in the form attached hereto as Exhibit IV, Bill of Sale, and email the signed Bill of Sale to CE. Upon CE’s confirmation of its receipt of the Station Equipment Sale Price and the LFUCG executed Bill of Sale, whichever occurs last, CE shall execute the Bill of Sale and return the fully executed document to LFUCG for its records. As further described in the Bill of Sale, immediately upon CE’s execution of the LFUCG executed Bill of Sale, ownership of the Station Equipment will transfer from CE to LFUCG and the day this transfer occurs shall be referred to herein as the “Transfer Date”. Within ten (10) calendar days after the Transfer Date, CE shall provide LFUCG with a PDF copy of the drawings for the Prior Station that were issued for construction of the Prior Station. For the

purposes of this Section 2.1, the “Prior Station” means the CNG fueling station which consists of the Station Equipment which was constructed by CE pursuant to the Prior Agreement.

2.2 Station Upgrade. Commencing on the Transfer Date, CE shall begin performance of the Station Upgrade and shall be responsible for obtaining all permits relating to the Station Upgrade.

2.2.1 In the event that LFUCG desires to modify the Station Upgrade in any manner that deviates from Exhibits II or III or any of the other terms herein, LFUCG shall submit a written Change Order Request (“COR”), signed by the authorized LFUCG representative, to CE detailing its requested changes. CE shall provide LFUCG with a written estimate of the costs for executing the changes requested in the COR (“COR Estimate”). If LFUCG elects to have CE proceed with the work detailed in the COR, the authorized LFUCG representative shall sign and return the COR Estimate to CE. Upon receipt of the signed COR Estimate, CE shall proceed and execute the changes to completion. CE shall notify LFUCG if the costs for executing the work in the COR exceed the COR Estimate by more than 10%, and shall not incur costs more than 10% above the COR Estimate without the prior written consent of LFUCG. LFUCG shall pay invoices, in accordance with Section 3.6, for all amounts due pursuant to this Section, including, but not limited to all amounts in any COR Estimate that has been signed by LFUCG, any costs for executing the work that exceed the signed COR Estimate by up to 10% of the COR Estimate and any costs that have been pre-approved, in writing, by LFUCG for CE’s execution of work that exceeds the signed COR Estimate by over 10%.

2.2.2 In the event that CE reasonably incurs costs (“Additional Costs”) in connection with the performance of the Station Upgrade due to: (a) any Force Majeure event; (b) any delay (including, without limitation, demobilization and re-mobilization costs) in construction associated with either pre-existing or migratory contamination or hazardous materials on the Premises; (c) permitting requirements related to the Premises which are not standard requirements in the CNG station construction industry; (d) any storm water management requirements; (e) changed site requirements; (f) an LFUCG-Caused Delay; or (g) the Authority Having Jurisdiction (“AHJ”) requiring CE to modify the Station Upgrade in any manner that deviates from Exhibit II or Exhibit III or any of the other terms herein; LFUCG shall reimburse CE for all such reasonable, substantiated Additional Costs, which shall be billed at a rate of cost plus fifteen percent (15%). CE shall furnish LFUCG with reasonable written evidence of such Additional Costs. LFUCG shall pay invoices, in accordance with Section 3.6, for all amounts due pursuant to this Section.

2.2.3 A preliminary schedule for the performance of the Station Upgrade is attached to this Agreement as Exhibit VII, Station Upgrade Schedule. In the event CE updates this schedule, it shall provide a copy of the updated schedule to LFUCG for approval, which shall not be unreasonably withheld. In the event, within five (5) business days of CE’s transmission of the updated schedule to LFUCG, LFUCG has either: (a) approved the schedule; or (b) not rejected the schedule; Exhibit VII shall be automatically updated to incorporate the updated schedule which shall supersede and replace the prior version of the schedule. In the event, within five (5) business days of CE’s transmission of the updated schedule to LFUCG, LFUCG indicates that it rejects the updated schedule, in such rejection notice, LFUCG shall

provide CE with the reasonable basis for the rejection for a further discussion between the Parties. Upon CE's receipt of LFUCG's rejection, CE and LFUCG shall work together to update the schedule which, upon LFUCG's acceptance, shall be automatically incorporated into Exhibit VII and shall supersede and replace the prior version of the schedule.

2.3 Compliance with Law. In performing the obligations under this Agreement, CE shall comply in all material respects with all applicable federal, state and local laws, regulations, ordinances, and rulings, including, but not limited to, those pertaining to health, safety, employment, and environmental matters.

2.4 Subsurface Due Diligence. As applicable for the performance of the Station Upgrade, prior to conducting any subsurface exploration, CE shall use commercially reasonable efforts to make inquiry to determine any subsurface obstructions or structures such as utility lines or wires, cables, piping, tanks, vaults, etc. on the Premises, and LFUCG shall provide CE with any documents, plans, as-builts, or other records in its possession indicating the location of any underground structures on the Premises. Notwithstanding anything herein to the contrary, CE shall not be legally or financially responsible for the removal of any subsurface structures or any repair of any damage to subsurface structures, except to the extent such damage is caused by CE's negligence or willful misconduct.

ARTICLE 3

3.1 Maintenance of Premises. LFUCG shall maintain the Premises and the real property in the vicinity of the Station in a clean, safe, and commercially reasonable condition suitable for CNG vehicle refueling use, including the ingress to, and egress from, the Station.

3.2 Protection of CE Property. LFUCG shall use commercially reasonable efforts in storing and protecting CE's property and the Station, including spare parts for the Station and the Station itself.

3.3 Intentionally Omitted.

3.4 Utilities. LFUCG shall pay any connection or installation costs and/or fees associated with installing utility service for the Station Upgrade. In addition, LFUCG shall be responsible for payment of all utility service charges for utility service consumed by the Station during the Term (including, without limitation, gas, telephone, electricity, water, waste disposal, refuse collection, and other utility-type services furnished to CE or the Station). The Parties acknowledge and agree that while CE is the account holder for the telephone utility service which services the Station, LFUCG shall be responsible for reimbursing CE for all costs incurred by CE related to such service.

3.5 Compliance with Law. In performing its obligations under this Agreement, LFUCG shall comply in all material respects with all applicable federal, state, and

local laws, regulations, ordinances, and rulings, including, but not limited to, those pertaining to health, safety, employment, and environmental matters.

3.6 Payment of CE Billings. LFUCG shall pay each invoice submitted by CE within thirty (30) days following receipt of the invoice by LFUCG. For the purposes of this Section, receipt shall be defined as three (3) days after the invoice is transmitted to LFUCG by CE. Any payments not made when due shall accrue interest on the unpaid amount at a rate of 18% per annum, calculated from the date payment is due to and including the date payment is received by CE. **IF PERMITTED BY LAW, CE SHALL PASS THROUGH TO LFUCG ANY SURCHARGES INCURRED BY CE RELATED TO LFUCG'S PAYMENT OF ITS INVOICES THROUGH USE OF A CREDIT CARD.**

3.7 LFUCG's Costs. Except as may be specified in this Article, or as may be separately agreed to in writing by LFUCG and CE, LFUCG shall not charge CE for the materials or labor utilized in providing the services provided in this Article. LFUCG shall be responsible for all taxes (including, without limitation, any real property taxes and assessments) relating to the Premises, as well as any and all maintenance and repair costs, as contemplated in this Article.

ARTICLE 4

4.1 Permitted Use. To enable CE to fulfill its obligations set forth herein, LFUCG hereby licenses and permits CE to use the Premises and grants the right of ingress to and egress from the Premises to CE, CE's employees, agents, servants, customers, vendors, suppliers, patrons, and invitees for the purposes contemplated hereby in accordance with the terms and conditions of this Agreement. LFUCG shall not, and shall not permit others to, levy any rent, charge, lien, or encumbrance not expressly provided for in this Agreement against CE for the use of the Premises or the Station.

4.2 Clear Title. LFUCG represents that it is the owner of the Premises and has full authority to enter into this Agreement. So long as LFUCG is not in breach of any term of this Agreement and has timely paid all of CE's invoices, then CE shall make timely payment to all contractors performing work on behalf of CE and shall, at its expense, cause any lien filed by any contractor performing work on behalf of CE to be canceled or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise within thirty (30) days after CE receives actual notice of the filing of such lien, charge, or order for the payment of money.

4.3 Premises Conditions. If, at any time during the Term of this Agreement, it is determined that underground hazards, soil contaminants or soil conditions exist (including, without limitation, migratory pollution or other migratory conditions) that either (a) require removal, replacement, and disposal of soils or materials, (b) require remediation, or (c) require unanticipated soil or foundation preparation work, CE shall not be financially and/or legally responsible for such underground hazards, soil contaminants, and/or soil conditions and any required remediation, removal, replacement preparation work, and/or disposal. LFUCG shall

commence, within thirty (30) days after discovery of any such underground hazard or soil contaminant or soil condition, and thereafter diligently prosecute to completion the correction of such condition. This Section shall survive termination of this Agreement.

ARTICLE 5

5.1 Term. The “Term” of this Agreement shall begin on the Effective Date and end on the day CE has received all amounts due to CE under this Agreement.

5.2 Termination. Notwithstanding the above, upon a material breach of this Agreement, the non-breaching Party shall have the right to terminate this Agreement, for cause, upon fifteen (15) days written notice and opportunity to cure to the other Party, provided, however, that where it is not commercially reasonable to fully effect a cure to the non-breaching Party within the fifteen (15) day period set forth above, the Party in breach shall not be deemed to be in default of the Agreement and subject to termination for cause where it commences implementation of the cure within such fifteen (15) day period and thereafter proceeds diligently to cure the breach.

ARTICLE 6

6.1 Station Upgrade Compensation. CE shall complete the Station Upgrade as described in Exhibit II and LFUCG shall pay for the Station Upgrade in accordance with the payment schedule set forth in Exhibit VI, Station Upgrade Costs, which is attached hereto and incorporated by reference herein.

ARTICLE 7

INTENTIONALLY OMITTED

ARTICLE 8

8.1 LFUCG Indemnity. To the extent allowable by law and except to the extent that liabilities arise from CE’s or its employees, agents, contractors, or subcontractors’ negligence or willful misconduct, LFUCG agrees to indemnify, defend, and protect CE and its officers, directors, agents, and employees from and against and hold CE and its officers, directors, agents, and employees harmless and free from any and all liability, loss, cost, expense, or obligation, including, without limitation, reasonable attorneys’ fees, court costs, and other

expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to: (a) the use of the Station by LFUCG; (b) negligence or willful misconduct by LFUCG or its employees, contractors or agents; (c) pre-existing or migratory contamination on the Premises; or (d) material breach of this Agreement by LFUCG. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to LFUCG.

8.2 CE Indemnity. Except to the extent that liabilities arise from LFUCG's or its employees, agents, contractors, or subcontractors' negligence or willful misconduct, CE agrees to indemnify, defend, and protect LFUCG and its officers, directors, agents, and employees from and against and hold LFUCG and its officers, directors, agents, and employees harmless and free from any and all liability, loss, cost, expense, or obligation, including without limitation reasonable attorneys' fees, court costs, and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to: (a) the construction of the Station Upgrade by CE (except for any aspect of construction of the Station Upgrade attributable to LFUCG or its employees, agents or contractors); (b) negligence or willful misconduct by CE or its employees, contractors or agents; or (c) material breach of this Agreement by CE.

8.3 Intentionally Omitted.

8.4 Limitation of Liability. Neither Party shall have any liability to the other Party for special, consequential, or incidental damages, except however in connection with a claim made against either Party by a third party, provided that such claim arises out of or results from the negligence or willful misconduct or any other claim within the scope of the indemnity obligation of CE or LFUCG, as applicable, under this Agreement.

8.5 Dispute Resolution Procedures. In the event a dispute arises between the Parties related to this Agreement, the following process shall be followed:

(a) Each Party will designate a senior executive ("Designated Representative") to represent it in connection with any dispute that may arise between the Parties (a "Party Dispute"). The designations shall be as described elsewhere herein. Subsequent changes in a Party's Designated Representative shall be in writing and communicated in the same manner.

(b) In the event that a Party Dispute should arise, the Designated Representatives will meet, with their attorneys, if they so agree, within twenty (20) calendar days after written request by any Party to any other Party (the "Dispute Notice") in an effort to resolve the Party Dispute.

(c) If the Designated Representatives are unable to resolve the Party Dispute within twenty (20) calendar days following their first meeting, the Parties may take any action they may deem necessary to protect their interests subject to the requirements of Section 11.6.

8.6 Force Majeure. In the event that CE is prevented from performing its duties and obligations pursuant to this Agreement by circumstances beyond its control, including, without limitation, fires, floods, labor disputes, equipment failure which is not directly caused by CE's negligence or material breach of this Agreement, the interruption of utility services, the cessation of providing necessary products or services to CE by any supplier to CE, war, acts of terrorism, or Acts of God, (hereinafter referred to as "Force Majeure"), then CE shall be excused from performance hereunder during the period of such disability (the "Force Majeure Period"). If CE claims Force Majeure, CE shall notify LFUCG promptly after it learns of the existence of a Force Majeure condition, and will also provide LFUCG with an estimate, if one can be reasonably made, of the anticipated Force Majeure Period. CE will also notify LFUCG promptly after the Force Majeure condition has terminated. CE shall agree to use commercially reasonable efforts to correct whatever events or circumstance cause the Force Majeure event.

ARTICLE 9

CE and LFUCG shall each procure at their respective expenses, and maintain in full force and effect during the Term of this Agreement, including any renewals, with insurance carriers rated at least A-VIII or better in A.M. Best's Insurance Report and admitted to do business in the state where the Station is located, the following primary insurance or provide evidence of self-insurance for the policies and in the amounts specified.

- a. Commercial General Liability Insurance, including coverage at least as broad as the latest version of the Insurance Service Office Commercial General Liability coverage (occurrence form CG 0001) or its equivalent with limits of not less than \$1,000,000. Coverage shall be provided for all operations and premises, completed operations, products liability, property damage, personal injury liability, and contractual liability.
- b. Commercial Automobile Liability Insurance, including owned, non-owned and hired automobiles covering bodily injury and property damage, to a combined single limit of not less than \$1,000,000 with the coverage provided by Insurance Services Office Form Number CA 0001. This coverage is to be provided in the event LFUCG operates, rents, or owns automobiles in the conduct of its business under this contract.
- c. Workers Compensation in compliance with minimum limits set forth in applicable state and federal laws.
- d. Employers Liability, with limits of not less than \$1,000,000 for bodily injury by accident (each accident) and bodily injury by disease (for each employee, with an aggregate \$1,000,000 limit.).
- e. Excess or Umbrella Liability that provides coverage for the insurance policies stated above in an amount of not less than \$5,000,000.
- f. Professional Liability:
 - a. Per Claim – limits of not less than \$1,000,000 and \$2,000,000 aggregate

- g. Pollution Legal Liability, with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate including coverage for all operations, completed operations and professional services including coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and defense, including costs, charges and expenses incurred in the investigation or adjustment and defense of claims for such compensatory damages.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury, property damage or cleanup costs.

Policies issued shall include the following:

1. Except as to Workers' Compensation, the other Party shall be included as additional insured on the General Liability including products and completed operations and the Automobile Liability policy.
2. A thirty (30) days advance written notice in the event of cancellation for all policies above.
3. Excluding Professional Liability, Transfer of Rights or Waiver of subrogation in favor of the other Party.
4. Separation of insureds (General Liability and Automobile Liability policies only).
5. There shall be no endorsement reducing the scope of coverage required above unless approved in advance by the other Party.

Coverage for Equipment/Property It is the responsibility of LFUCG and CE to each provide coverage for its property.

Deductibles and Self-Insured Retentions LFUCG and CE are each responsible for paying all deductibles or self-insured retentions under their respective policies required pursuant to this Agreement.

If applicable, limits of insurance for the policies above may be provided through a combination of a primary liability policy and an excess or umbrella liability policy of insurance.

Except as set forth in this Agreement including the waivers of subrogation, the requirements for carrying the foregoing insurance shall not derogate from the provisions of indemnification as set forth in this Agreement.

CE shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Attn: Division of Central Purchasing
Fax: 859-258-3194

LFUCG shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attn: Ms. Barbara Johnson
Fax: (949) 724-1397

ARTICLE 10

10.1 Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

CE:	Peter Grace 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660
Telephone:	(949) 437-1000
Fax:	(949) 724-1397
LFUCG:	Department of Law - Commissioner 200 E. Main Street Lexington, KY 40507
Telephone:	859-258-3500
Fax:	859-258-3538

10.2 Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given:

CE:	Clean Energy 4675 MacArthur Court, Suite 800
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Newport Beach, CA 92660
Attn: Peter Grace
With a copy to: General Counsel
Fax: (949) 724-1397

LFUCG: Lexington-Fayette Urban County Government
Division of Waste Management
675 Byrd Thurman Drive
Lexington, KY 40510
Attn: Ms. Tracey Thurman
Director of Waste Management
Fax: 859-258-3910

ARTICLE 11

11.1 Assignment. Neither Party shall have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without such prior written consent shall be void, provided that such consent shall not be necessary in the context of an acquisition of either party by asset sale, merger, change in control, or operation of law. Permitted assigns and successors in interest shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement. Notwithstanding anything contained herein to the contrary, either Party may assign this Agreement to such Party's parent corporation, an entity under common control with the Party, or a wholly-owned subsidiary of the Party without the consent of the other Party.

11.2 Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

11.3 No Joint Venture. CE shall perform its duties herein as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture, or other association between the Parties, except as principal and independent contractor.

11.4 Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

11.5 Severability. If any provision of this Agreement or the application thereof

to any person or circumstances shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

11.6 Governing Law, Forum, and Venue. This Agreement shall be subject to and construed in accordance with the laws of the Commonwealth of Kentucky.

11.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signature.

11.8 Attorney's Fees. If any action at law or equity is commenced concerning this Agreement or to enforce its terms, the prevailing Party in such matter shall be entitled to the payment of reasonable attorneys' fees and costs as determined by the Court, in addition to any other relief which may be awarded to that Party.

11.9 Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

11.10 Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

11.11 Representation Regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she, or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she, or it is purporting to represent.

11.12 Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

11.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

11.14 Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification,

amendment, or change.

11.15 Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

CLEAN ENERGY

By: _____

Peter Grace, SVP, Sales & Finance

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT**

By: _____

Jim Gray, Mayor

Exhibit I
Station Equipment

Station Equipment	
SPECIFICATIONS	
Compressor(s)	(Qty.2) IMW Single Compact CNG 150HP skid, 4 stage compressors, 294 SCFM each @ 35 PSI (588 SCFM total)
Dryer	(Qty.1) PSB model NG-SR 10-3, single town gas dryer rated at 800 SCFM with manual regeneration, equipped with Digital Dew Point meter, sensor and alarm
Buffer Storage / Time-Fill Panel	Integrated Module with ASME storage vessels with an approximate capacity of 170 water liters and valve panel to facilitate management of the fueling operations
Dispensing	(Qty.10) dual-hose time fill posts (equipped with two NGV1 Type 2 P36 nozzles)

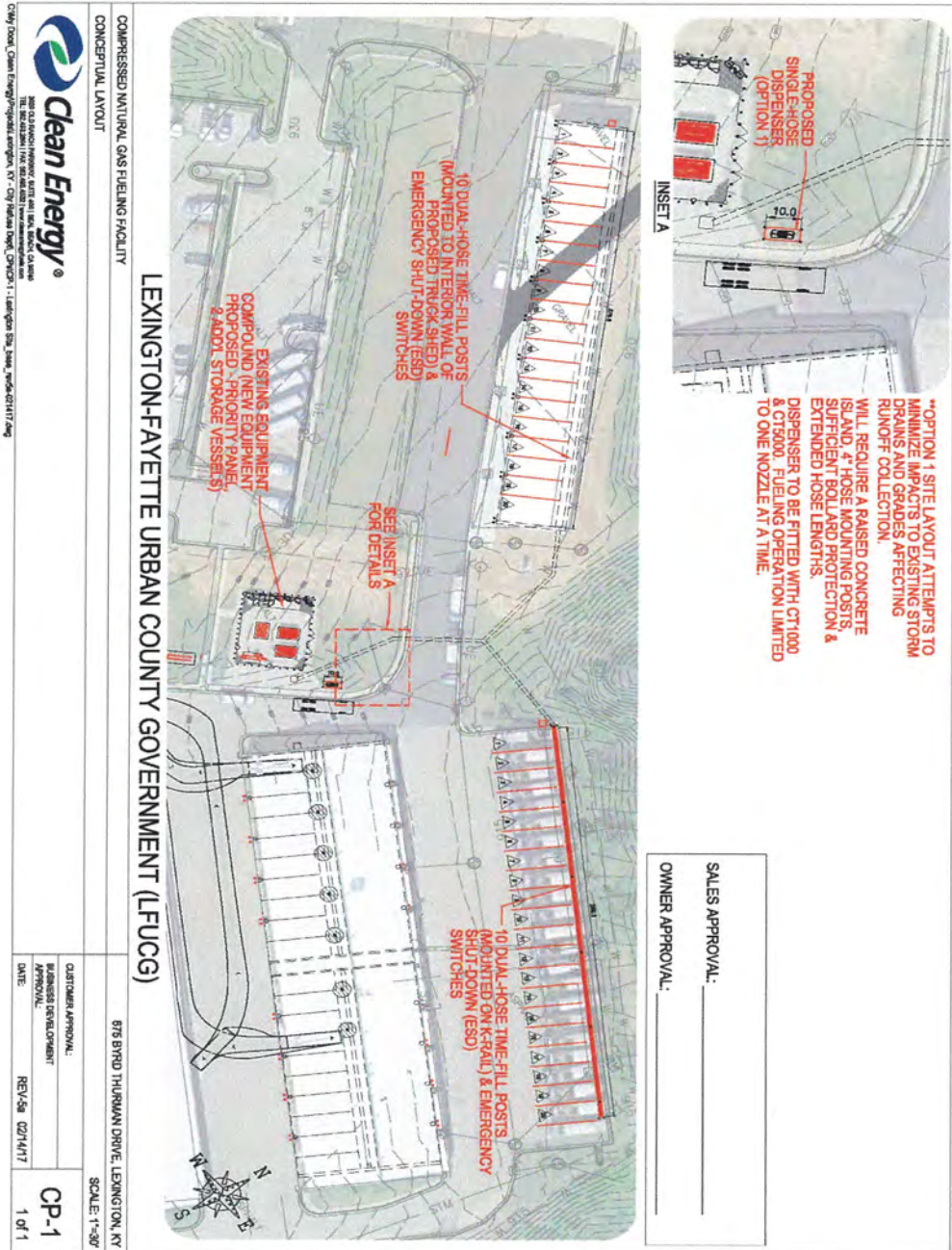
Exhibit II
Station Upgrade

The scope of work for the Station Upgrade includes:

- (1) Providing all gas and electric connections to new time-fill rails at the new east garage and the north parking line, new fast-fill dispenser island, priority panel and storage vessels in the equipment compound. This includes high-pressure tubing, electrical conduit for the ESD circuit and communications wiring for fuel management.
- (2) Development of civil, mechanical and electrical engineering drawings for submission to the authority having jurisdiction for building permit approval.
- (3) Commissioning of the fast-fill fueling dispenser, PLC programming/communication/controls for conversion to cascade from buffer arrangement and verification of ESD loop activation.
- (4) Installation the following new equipment:

<u>Equipment</u>	
SPECIFICATIONS	
Buffer Storage / Fast-Fill Panel	Integrated Module with (Qty.2) ASME storage vessels with an approximate capacity of 170 water liters each and valve panel to facilitate management of the fast fueling operations
Fast Fill Dispensing	(Qty.1) Single Hose Fast-Fill Dispenser Including Card Reader for public access
Time Fill Dispensing	(Qty.20) dual-hose time fill posts (equipped with two NGV1 Type 2 P36 nozzles)

Exhibit III Station



City of Lexington, KY
 Lexington-Fayette Urban County Government
 875 Byrd Thurman Drive, Lexington, KY 40503
 606.253.1234
 www.lexingtonky.gov

CUSTOMER APPROVAL: _____
 BUSINESS DEVELOPMENT APPROVAL: _____
 DATE: REV/5/02/14/17 1 of 1

Exhibit IV
Bill of Sale

BILL OF SALE

Clean Energy, a California corporation doing business in the Commonwealth of Kentucky as Clean Energy Corp., ("Seller"), in consideration of the sum of NINE HUNDRED AND SEVENTY THOUSAND DOLLARS (\$970,000) plus any applicable taxes that are determined by reference to the selling price ("Station Equipment Sale Price") which was transferred from Lexington Fayette Urban County Government, a Kentucky County, ("Purchaser") to Seller prior to the full execution of this Bill of Sale, does hereby sell, assign, transfer and set over to Purchaser all of Seller's right, title and interest in and to the compressed natural gas station assets listed on Annex "A" attached hereto (the "Property") in "AS IS", "WHERE IS", "WITH ALL FAULTS" condition.

THE PROPERTY IS SOLD ON THE UNDERSTANDING AND BASIS OF "AS-IS", "WHERE IS", "WITH ALL FAULTS" CONDITION WITHOUT ANY REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR PURPOSE OF THE PROPERTY OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, PURCHASER REPRESENTS THAT PURCHASER HAS THOROUGHLY INSPECTED THE PROPERTY AND ACCEPTS SAID PROPERTY IN "AS-IS", "WHERE IS", "WITH ALL FAULTS" CONDITION.

Date: _____, 2017

SELLER

Clean Energy

Peter Grace, SVP, Sales & Finance

PURCHASER

**Lexington Fayette Urban County
Government**

Jim Gray, Mayor

Annex A to Bill of Sale

Property

EXISTING STATION	
SPECIFICATIONS	
Compressor(s)	(Qty.2) IMW Single Compact CNG 150HP skid, 4 stage compressors, 294 SCFM each @ 35 PSI (588 SCFM total)
Dryer	(Qty.1) PSB model NG-SR 10-3, single town gas dryer rated at 800 SCFM with manual regeneration, equipped with Digital Dew Point meter, sensor and alarm
Buffer Storage / Time-Fill Panel	Integrated Module with ASME storage vessels with an approximate capacity of 170 water liters and valve panel to facilitate management of the fueling operations
Dispensing	(Qty.10) dual-hose time fill posts (equipped with two NGV1 Type 2 P36 nozzles)

Exhibit V
Intentionally Omitted

Exhibit VI
Station Upgrade Costs

STATION UPGRADE PRICING:

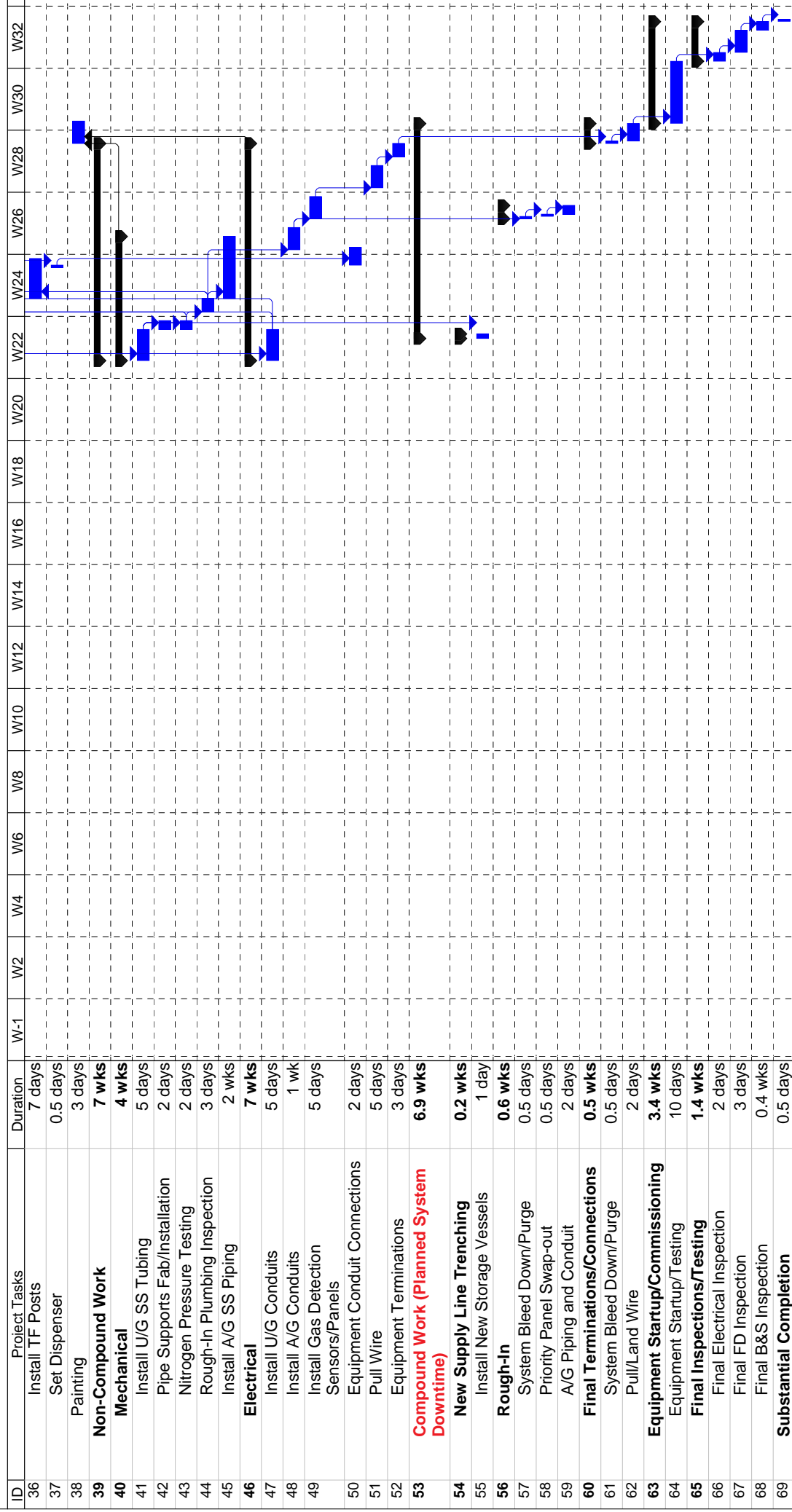
Total Station Upgrade Cost	\$645,000 + all permit fees incurred by CE to complete the Station Upgrade + all applicable taxes, fees and assessments, including without limitation sales and use taxes which are imposed on CE or its affiliates or subcontractors related to the performance of the Station Upgrade; (the " <u>Total Station Upgrade Cost</u> "). LFUCG shall be responsible for paying CE the Total Station Upgrade Cost, in accordance with the payment schedule below.
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PAYMENT SCHEDULE

On a monthly basis, CE shall draft and submit invoices to LFUCG for payments which shall be credited against the Station Upgrade Cost owed by LFUCG to CE. The amount of the invoice will be determined based on the percentage of completion of the Station Upgrade which shall be determined by CE based on costs incurred by CE related to the Station Upgrade and payments made by CE related to the Station Upgrade.

Exhibit VII
Station Upgrade Schedule

LFUCG - Solid Waste CNG Fueling Station Expansion- Project Implementation Schedule



Project:

Task		Rolled Up Progress	
Split		External Tasks	
Summary		Project Summary	
Rolled Up Task		External Milestone	
Rolled Up Split		Inactive Task	
Rolled Up Milestone		Inactive Milestone	
Inactive Summary		Manual Task	
Manual Task		Manual Summary Rollup	
Duration-only		Manual Summary	
Manual Summary		Start-only	
Finish-only			
Progress			
Deadline			