

COMPRESSED NATURAL GAS VEHICLE
FUELING STATION AND CNG SALES AGREEMENT

This Agreement (the "Agreement") is made and entered into as of _____, 2014 (the "Effective Date") by and between Lexington Fayette Urban County Government, a Kentucky County ("LFUCG") and Clean Energy, a California corporation ("CE"). LFUCG and CE are sometimes referred to in this Agreement individually as a "Party" or jointly as "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
SCOPE OF AGREEMENT AND DEFINITIONS

1.1 Intent. This Agreement expresses the terms and conditions pursuant to which LFUCG authorizes CE to design, construct, operate and maintain a compressed natural gas fueling station on property owned by LFUCG located at 675 Byrd Thurman Drive, Lexington, KY 40510 for LFUCG's use, as outlined in (a) this Agreement, (b) RFP #37-2013 CNG Fueling Station (the "RFP"), (c) Addendum #1 to the RFP, and (d) CE's Response to the RFP dated December 20, 2013.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: (i) RFP #37-2013 (Exhibit "A"); (ii) Addendum #1 to the RFP (Exhibit "B"); and (iii) CE's Response to the RFP dated December 6, 2013 (Exhibit "C"). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of CE's Response to the RFP dated December 20, 2013, followed by Addendum #1 to the RFP.

1.2 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 acting by and through its employees, officers, affiliates, 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 (i) 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 (ii) 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.

“Mobile Unit” means the temporary CNG fueling station, as further described in Exhibit II, on the Premises which shall be provided by CE.

“Party” or “Parties” means CE and LFUCG, in their respective capacities as parties to this Agreement.

“Premises” means that portion of the real property owned by LFUCG and located at 675 Byrd Thurman Drive, Lexington, KY 40510 upon which the Mobile Unit will be placed and Station will be constructed and operated as more fully described in Exhibit I.

“Station” means the facility for refueling CNG Vehicles designed, constructed, operated and maintained by CE as more fully described in Exhibit II.

“Therm” means 100,000 British Thermal Units.

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

ARTICLE 2 RESPONSIBILITIES OF CE

2.2 Station. CE shall design, construct, operate and maintain the Station on the Premises, and shall be responsible for obtaining, at its cost, all permits relating to the design, construction, operation and maintenance of the Station. The Station shall be located on the Premises as shown in Exhibit I. To the extent that this Agreement contemplates the construction of a work of improvement or any related activity for which a license from the Kentucky Contractors State License Board is required, all such work will be performed by a contractor holding such license.

2.3 Mobile Unit. As long as (a) CE has received all necessary and applicable approvals from LFUCG related to the Mobile Unit, (b) CE has obtained all necessary and applicable permits to operate and maintain the Mobile Unit on the Premises, and (c) LFUCG has extended the gas and electric lines to within forty (40) feet of the Mobile Unit, (collectively, the “Conditions Precedent”) by April 20, 2014, CE shall, by May 1, 2014, provide a Mobile Unit on the Premises to LFUCG which shall allow LFUCG to fuel its initial fleet of CNG Vehicles. In the event the Conditions Precedent are not fulfilled by April 20, 2014, CE shall provide the

Mobile Unit on the Premises within a commercially reasonable period of time after the conditions have been fulfilled. The date the Mobile Unit is on the Premises and is capable of dispensing CNG into vehicles shall be the “Mobile Unit Date”.

CE shall be the owner of the Mobile Unit and shall remove the Mobile Unit from the Premises prior to, the earlier of (i) the termination of this Agreement, or (ii) the date the Station is capable of dispensing CNG into CNG Vehicles; and thereafter, CE shall have no further obligations related to the Mobile Unit. While the Mobile Unit is on the Premises, CE shall provide regular, routine maintenance services on the unit, but any maintenance or repair costs incurred due to damage, abuse or neglect by LFUCG’s personnel shall be billed to LFUCG at CE’s then-existing rates.

2.4 CNG Service to LFUCG. For the duration of this Agreement, CE shall be solely responsible for compression of the natural gas procured by LFUCG for vehicle use and sale. Notwithstanding anything to the contrary herein, CE makes no representation or warranty regarding the quality, specification or content of natural gas supplied by the applicable gas utility..

2.5 Maintenance. CE shall maintain the Station in accordance with the following requirements:

2.5.1 Routine Maintenance. CE shall provide scheduled, routine maintenance service for the term of this Agreement and shall repair, or replace, any defective parts or equipment at its expense. CE shall also perform other necessary maintenance or repairs, including emergency repairs, at its expense, in order to keep the Station operating. However, any maintenance or repair costs incurred due to damage, abuse or neglect by LFUCG’s personnel shall be billed to LFUCG at CE’s then-existing rates.

2.5.2 Scheduling. CE and LFUCG shall mutually agree on times for maintenance services that require the Station to be out of operation for more than four (4) hours.

2.5.3 Service Calls. CE shall be available to provide emergency repair service for the Station on a 24-hour, 7-day per week basis, and will provide an emergency contact telephone number to LFUCG. In the event of an emergency at the Station, CE shall respond as soon as is commercially reasonable following notification by LFUCG, and will restore the operation of the Station as soon as is commercially reasonable. The response time shall be in line with CE’s proposal as noted in Page 8 of Section C; within four (4) hours.

2.6 Training. CE shall offer reasonable training programs to educate LFUCG’s personnel as to the procedures for the safe and efficient use of the Mobile Unit and Station, including, without limitation, procedures relating to safe vehicle fueling, troubleshooting and appropriate emergency procedures.

2.7 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.

2.8 CE's Costs. Except as specified in this Agreement, or as may be separately agreed to by LFUCG and CE, CE shall not charge LFUCG for other costs incurred in providing the services described in this Article. CE shall be responsible for the ad valorem or possessory interest taxes relating to the Station.

ARTICLE 3 LFUCG'S RESPONSIBILITIES

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

3.3 Protection of CE Property. LFUCG shall use commercially reasonable efforts in storing and protecting CE's property, the Mobile Unit and the Station, including spare parts for the Mobile Unit and Station and the Mobile Unit and Station itself, provided, however, that LFUCG shall have no obligation to insure the same.

3.4 Refueling Vehicles. LFUCG employees shall refuel its CNG Vehicles. LFUCG will provide appropriate training and supervision for employees, including, but not limited to, scheduling attendance at all appropriate training sessions provided by CE.

3.5 Utilities. LFUCG shall be responsible for bringing, and all costs associated therewith, natural gas, electricity and the phone lines to within forty (40) feet of the Station compression compound and to within forty (40) feet of the Mobile Unit. These services shall be completed by within a commercially reasonable period after the Effective Date.

LFUCG shall pay any connection or installation fees associated with installing utility service at the Mobile Unit and Station, including, without limitation, gas, electricity, and telephone lines. In addition, LFUCG shall be responsible for payment of all utility service charges for utility service consumed by the Mobile Unit and at the Station during the Term (including, without limitation, electricity, gas, phone, water, waste disposal, refuse collection and other utility-type services furnished to CE, the Mobile Unit or the Station).

3.6 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.

3.7 Payment of CE Billings. LFUCG payment terms are Net 30; LFUCG shall pay each invoice submitted by CE thirty (30) days following the date of the invoice. 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.

3.8 LFUCG's Costs. Except as specified in this Agreement, 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 LICENSE TO USE PREMISES

4.2 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, vendors, suppliers, 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, the Mobile Unit or the Station.

4.3 Clear Title. LFUCG is, and shall remain during the term of this Agreement, the owner of the Premises, and shall not allow any lien or encumbrance affecting the Mobile Unit or the Station or CE's performance hereunder. CE shall be the owner of the Mobile Unit, the Station, and its parts and equipment. CE shall have the right to grant a lien or encumbrance against its right, title and interest in the Mobile Unit and/or Station or its equipment to a third party for financing purposes. CE shall pay all contractors or subcontractors performing work on behalf of CE timely in order to prevent the filing of any liens. However, if, because of any act or omission of CE any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises or LFUCG's interest in the Premises, for work for, or materials furnished to CE, then CE, at CE's expense, shall cause it to be canceled or discharged of record by payment, deposit, bond or order of a court of competent jurisdiction or otherwise within thirty (30) days after CE receives actual notice of the filing of such lien.

4.4 Memorandum of Agreement. Upon CE's request, LFUCG shall execute a memorandum reflecting this Agreement and the property interest of CE in recordable form to reflect CE's interest in the Mobile Unit, the Station and the Premises. CE shall be responsible for all reasonable costs related thereto.

4.5 Sale, Abandonment or Removal. Unless otherwise agreed to by the Parties in writing, upon termination or expiration of this Agreement, CE shall have the right, but not the obligation, to (i) sell the Station to LFUCG on mutually agreeable terms; (ii) remove the Station at CE's sole expense (including any and all merchandise, equipment, furnishings, fixtures, machinery and tools relating to the Station), from the Premises, which shall be restored in all material respects to their condition as of the date of this Agreement, excluding the removal of any underground piping which may be left in place by CE; or (iii) abandon the same in place

by quitclaiming all of its right, title and interest therein to LFUCG. Thereafter, CE shall have no further rights or obligations under this Agreement with respect to the Premises.

4.6 Pre-Existing Conditions. The Premises shall be clear of pre-existing underground hazards or soil contaminants that would impact the Mobile Unit and/or the construction of the Station. If it is determined that underground hazards, soil contaminants or soil conditions exist that either (a) require removal, replacement, and disposal of soils or materials, (b) require remediation, or (c) require unanticipated soil or foundation preparation work, LFUCG shall be financially and legally responsible for such underground hazards, soil contaminants, and/or soil conditions and any required remediation, removal, replacement preparation work, and/or disposal. If LFUCG does not commence, within thirty (30) days after discovery of any such pre-existing underground hazard or soil contaminant or soil condition, and thereafter to diligently prosecute to completion the correction of such condition, CE may, without further obligation or penalty, terminate this Agreement for cause by written notice to LFUCG and LFUCG shall reimburse CE for any and all reasonable cost related to the construction or removal of the Mobile Unit and Station paid or committed to by CE prior to determination of the site being unsuitable. This section 4.6 shall survive termination of this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.2 Term. The initial term of this Agreement shall commence on the Effective Date and end on the two (2) year anniversary of the date LFUCG first purchases CNG from CE at the Station (the "Commencement Date"). CE shall notify LFUCG of the Commencement Date in writing. This Agreement shall automatically renew under the same terms and conditions for two consecutive one (1) year terms unless CE or LFUCG gives notice of cancellation to the other party at least six (6) months prior to such renewal date. The initial term and any renewal terms are referred to herein as the "Term."

5.3 Termination. Section 12 of the General Provisions of the RFP is hereby deleted.

5.3.1 For Cause. 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 other 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.

(a) In the event CE: (i) fails to perform its contractual duties; (ii) fails to make payment for labor, materials, supplies or equipment furnished to it in connection with the performance of its duties under this Agreement; (iii) files for a bankruptcy petition; or (iv) takes actions which endanger the health, safety or welfare of LFUCG or its employees; LFUCG shall have the right to terminate this Agreement, for cause, upon

fifteen (15) days written notice and opportunity to cure to CE, provided, however, that where it is not commercially reasonable to fully effect a cure within the fifteen (15) day period set forth above, CE shall not be subject to termination for cause where it commences implementation of the cure within such fifteen (15) day period and thereafter proceeds diligently to cure.

5.3.2 For Convenience. LFUCG may terminate this Agreement at will in accordance with the law upon providing thirty (30) days prior written notice of that intent to CE. In the event LFUCG terminates this Agreement pursuant to this Section, LFUCG shall promptly reimburse CE for all improvements, excluding Station equipment, it has made to the Premises prior to the effective date of termination.

ARTICLE 6 PURCHASE OF CNG

6.2 Pricing of CNG. CE shall provide LFUCG with CNG at a price per Gasoline Gallon Equivalent as described on Exhibit III. By signing this Agreement, LFUCG hereby represents to CE that it will use 100% of the CNG purchased hereunder for a taxable vehicle use.

ARTICLE 7 EXCISE, SALES AND USE TAXES

CE is currently required to, or may be required in the future to, collect and remit certain federal, state and local taxes, including fuel use taxes, fees and assessments on CNG sold at Mobile Unit and the Station, subject to certain exemptions. LFUCG shall be responsible for all such applicable excise, sales and use taxes, fees and assessments related to its purchases of CNG under this Agreement. If LFUCG qualifies for an exemption from one or all of these taxes, LFUCG shall furnish to CE appropriate certification authorizing non-payment of the applicable tax or taxes. If LFUCG fails to maintain its exemption status, or for any other reason LFUCG's exemption becomes invalid without notifying CE thereof, LFUCG shall indemnify CE for all taxes, penalties and interest on any nonpayments and underpayments of taxes.

ARTICLE 8 INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 The language in the RFP included on Page 30 under the **"INDEMNIFICATION AND HOLD HARMLESS PROVISION"** and **"FINANCIAL RESPONSIBILITY"** is hereby deleted.

8.2 It is understood and agreed by the Parties that CE hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of: (a) any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors, of any tier, under or in connection with this Agreement; or (b) the Contractor's performance of its work required hereunder.

8.3 CE shall indemnify, save, hold harmless and defend the LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter “LFUCG Indemnitees”) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that arise based on CE’s performance of its work described in this Agreement or CE’s material breach of the Agreement, provided that such liabilities, damages and/or losses are: (a) attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), caused by the negligent acts, errors or omissions or willful misconduct of CE or its employees, agents, servants, owners, principals, or subcontractors; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

In the event a claim arises against the LFUCG Indemnitees and CE is obligated to indemnify LFUCG for such claim, LFUCG shall promptly notify CE of such event, in writing, and CE shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld, conditioned or delayed.

These provisions shall in no way be limited by any insurance requirements and shall survive the termination of this Agreement for a period of one (1) year.

8.4 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, use, operation or maintenance of the Mobile Unit or the Station by CE (except for any aspect of Mobile Unit or Station operation attributable to LFUCG or its employees or agents); (b) negligence or willful misconduct by CE or its employees, contractors, agents; or (c) material breaches of this Agreement by CE.

8.5 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.

8.6 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, 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 (“Force Majeure Period”). If CE claims Force Majeure, CE shall notify LFUCG within 24 hours 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 within 24 hours 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 INSURANCE

CE shall procure at its respective expense, and maintain in full force and effect during the term of this Agreement, including any renewals, the following insurance. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable. CE shall name LFUCG in its commercial general liability policy, pollution liability, and the automotive liability policy as an additional insured. Such insurance, excluding workers compensation, shall be endorsed to require at least thirty (30) days' written notice to the other respective Party of cancellation.

(a) Commercial General Liability Insurance, with limits of liability of not less than \$1,000,000 general aggregate, \$1,000,000 each occurrence, bodily injury and/or property damage, and including premises and operations coverage, insured contracts in CG0001 and products and completed operations.

(b) Automobile Liability Insurance, with limits of liability of not less than \$1,000,000 each occurrence, \$1,000,000 bodily injury and/or property damage combined single limit and including coverage for owned, hired, and non-owned vehicles.

(c) Workers Compensation and Employers Liability Insurance, with Employers Liability insurance providing a limit of liability of not less than \$1,000,000 and Workers Compensation insurance in accordance with the statutory requirements of the state in which the work is to be performed.

(d) Pollution Liability, with limits of liability that must be in a minimum of \$1 million per occurrence with an aggregate limit of at least \$10 million.

The requirements for carrying the foregoing insurance shall not derogate from the provisions of indemnification as set forth in this Agreement.

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: Barbara Johnson
Fax: (949) 724-1397
Email: bjohnson@cleanenergyfuels.com

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

LFUCG
200 East Main Street
Lexington, KY 40507
Attn: Division of Central Purchasing
Fax: 859-258-3194

ARTICLE 10

DESIGNATED REPRESENTATIVES AND NOTICES

10.2 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: Jim Gray
200 E. Main St
Lexington, KY 40507
Telephone: 859-258-3112
Fax: Fax 859-258-3194

10.3 Notices. Except for LFUCG’s request for service calls, which may be made by telephone, 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 up 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
Newport Beach, CA 92660
Attn: Mr. Peter Grace
Fax: (949) 724-1397

LFUCG: Lexington-Fayette Urban County Government
Contact: Division of Fleet Services
669 Byrd Thurman Drive
Lexington, KY 40510
Attn: Mr. Mark Caton
Fax: 859-258-3910

LFUCG: Lexington-Fayette Urban County Government
Signee: 200 E Main St
Lexington, KY 40507
Attn: Mr. Jim Gray
Fax: 859-425-2255

ARTICLE 11 MISCELLANEOUS

11.2 Assignment. CE shall not assign or subcontract any portion of its work hereunder without obtaining the express written consent of LFUCG, which shall not be unreasonably withheld. Any purported assignment or subcontract in violation thereof shall be void. Section 13 on page 28 of the RFP is hereby deleted.

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

11.4 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 agent.

11.5 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.

11.6 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.

11.7 Intentionally omitted

11.8 Counterparts and Facsimile Execution. 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. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

11.9 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

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

11.15 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.

11.16 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.

11.17 The following language is hereby added to the end of the last sentence in Section 1 of the General Provisions of the RFP: "by CE".

11.18 The following language is hereby added to end of the “Right to Review, Audit and Inspect” section on page 33 of the RFP: “Notwithstanding the foregoing, LFUCG shall only be able to audit, review and/or inspect CE’s records and/or operations which relate to its performance under the Agreement.”

11.19 The following language on Page 34 of the RFP is hereby deleted: “by no later than April 1, 2014” and “(fueling services to commence by no later than April 1, 2014)”.

11.20 The language under the “Timeline & Funding” section on page 35 of the RFP is hereby deleted.

11.21 The language in Section (d) on page 31 of the RFP is hereby deleted and the following language is inserted: “A stand-alone pollution legal liability policy”.

11.22 The following language is added to the end of Section (e) on page 31 of the RFP: “Notwithstanding the foregoing, a stand-alone pollution legal liability policy with limits of \$10 million is acceptable to meet the requirements described in this Section.”

11.23 The following language on Page 10 of the RFP is hereby deleted: “In the event of bidder’s failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified/cashier’s check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages”.

11.24 The first question and answer in Addendum #1 to the RFP is hereby deleted.

[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

LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT

By: _____

Peter Grace, SVP, Sales & Finance

By: _____

[Printed Name and Title]

Exhibit I

The Premises and Station Location

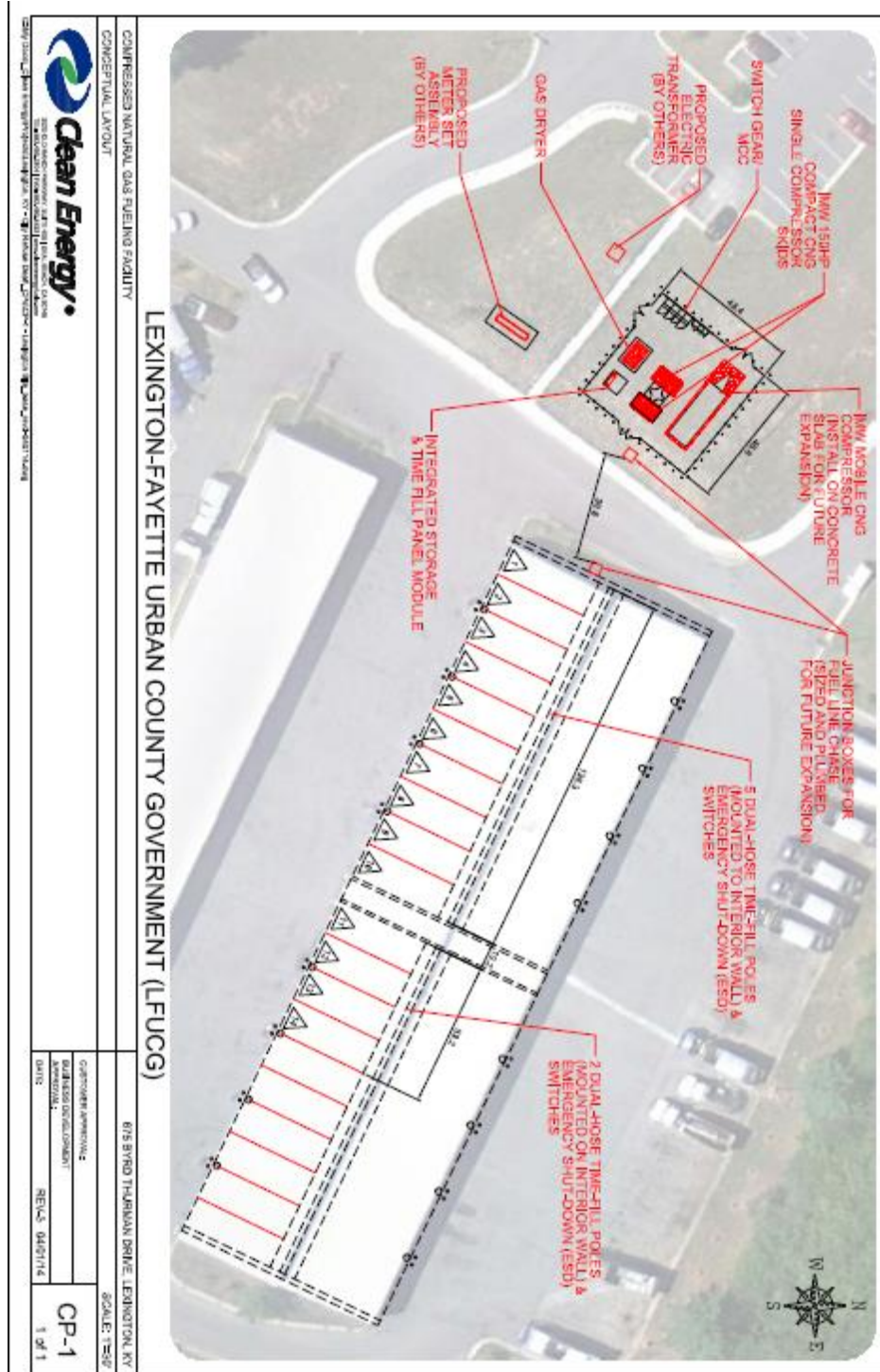


Exhibit II
Station Equipment

MOBILE UNIT	
SPECIFICATIONS	
IMW Series 50 Compressor	150 hp
Compressor SCFM	239 SCFM @ 5 psi
Flow Rate	1.7 DGE/min
Compressor Stages	5 stage
MCC Location	On trailer in electrical room
PLC Location	On trailer in electrical room
Time-Fill Hoses	10
Metered Fast-Fill Hoses	2
Inlet Pressure Regulator	Yes
Remote Generator Connection	Yes
Walk-in Enclosure	Yes
Onboard Storage	1 ASME Vessel
Expandable Storage	Yes, connection at back of unit
Electric Control Console	Remote Monitoring
Variable Speed Drive	VFD drive
Exterior Mounted Lighting	7 LED lights

STATION	
Specifications	
Compressor	Two IMW Single Compact CNG 150 HP skid, 4 stage compressors, 294 SCFM each at 35 PSI (588 SCFM total)
Dryer	One PSB model NG-SR 10-3, single tower 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	10 dual-hose time-fill posts (equipped with two NGV1 Type 2 P36 nozzles)

Exhibit III **CNG Pricing**

The price per GGE of CNG payable by LFUCG to CE for CNG purchased from the Station or Mobile Unit shall be calculated as follows:

Rate per GGE = the Compression Fee + all applicable federal, state and local taxes, fees and assessments per GGE.

The "Compression Fee" per GGE is equal to \$1.21.

On January 1, 2015, and on each January 1st thereafter during the Term of this Agreement, the Compression Fee per Gasoline Gallon Equivalent of CNG charged by CE shall be increased by the change in the United States Bureau of Labor Statistics Consumer Price Index, Finished Energy Goods, as published monthly in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor, from the Effective Date of this Agreement for the first such adjustment, or the date of the last adjustment for each subsequent adjustment, through the date of the current adjustment.

Notwithstanding the foregoing or anything to the contrary in the Agreement, commencing on the Mobile Unit Date, in the event the total amount payable to CE for LFUCG's CNG fuel purchases during a calendar month during the Term does not equal at least nine thousand eight hundred dollars (\$9,800), LFUCG shall be required to pay the difference between nine thousand eight hundred dollars (\$9,800) and the total amount payable to CE for LFUCG's CNG fuel purchases during the applicable month to CE.