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): **August 15, 2008**

CLEAN ENERGY FUELS CORP.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-33480**	**33-0968580**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3020 Old Ranch Parkway, Suite 200 Seal Beach, California	**90740**
(Address of Principal Executive Offices)	Zip Code

(562) 493-2804
(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o 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.

Membership Interests Purchase and Sale Agreement

On August 15, 2008, CE Dallas Renewables LLC ("CE Dallas"), a joint venture between Clean Energy, our wholly-owned subsidiary ("Clean Energy"), and Cambrian Energy McCommas Bluff LLC ("Cambrian"), acquired all of the outstanding membership interests of Dallas Clean Energy, LLC ("DCE"), pursuant to a Membership Interests Purchase and Sale Agreement ("Purchase Agreement") among (i) CE Dallas, (ii) Clean Energy, (iii) Cambrian, (iv) Camco DCE, Inc. and Camco DCE Limited (together, the "sellers"), and (v) Camco International Ltd (collectively with the sellers, the "selling parties"). DCE owns a facility that collects, processes and sells landfill gas at the McCommas Bluff landfill located in Dallas, Texas.

Under the terms of the Purchase Agreement, CE Dallas paid to the sellers at the closing an aggregate of $19.1 million in cash, of which $1.0 million was deposited into a third-party escrow as security for indemnification claims CE Dallas or its successors and assigns may bring against the selling parties under the Purchase Agreement. The amount remaining in the escrow will be released to the sellers on August 15, 2009, except for amounts subject to pending indemnification claims, if any; provided that (i) up to $250,000 will be released to the sellers on November 15, 2008, but only to the extent the reserve set aside for pending indemnification claims at such time does not equal or exceed $750,000; and (ii) up to an additional $250,000 will be released to the sellers on February 15, 2009, but only to the extent the reserve set aside for pending indemnification claims at such time does not equal or exceed $500,000.

A complete copy of the Purchase Agreement is attached as Exhibit 99.1 to this report and is incorporated herein by reference. The summary of the transaction set forth above does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement.

Clean Energy borrowed $18.0 million from PlainsCapital Bank and contributed it to CE Dallas to help finance the acquisition of DCE, in accordance with the Credit Agreement described below in "Credit Agreement with PlainsCapital Bank," together with $400,000 of its own funds. On the same date, Clean Energy also borrowed an additional $4.1 million from PlainsCapital Bank under the Credit Agreement to pay certain costs and expenses related to the acquisition transaction.

Limited Liability Company Agreement of CE Dallas Renewables LLC

On August 15, 2008, Clean Energy and Cambrian entered into a Limited Liability Company Agreement of CE Dallas Renewables LLC ("LLC Agreement"). Under the terms of the LLC Agreement:

- *Capital Contributions.* Clean Energy made a capital contribution of $18.4 million in cash in exchange for a 70% membership interest in CE Dallas. Cambrian made a capital contribution of (i) $1,000, (ii) a release of claims against Camco DCE, Inc, Camco DCE Limited and Camco International Limited, and (iii) certain other contractual rights, in exchange for a 30% membership interest in CE Dallas.

- *LLC Management.* CE Dallas will be managed by a board of managers consisting of three managers, two of whom will be appointed by Clean Energy and one of whom will be appointed by Cambrian. The board of managers has appointed a management company to serve at the direction of the board of managers. Cambrian Energy Management LLC will serve as the initial management company for the first 12 months and month-to-month thereafter, subject to the termination of such service in accordance with the terms of the LLC Agreement.

- *Clean Energy Loan.* Clean Energy agreed to loan to CE Dallas up to an aggregate of $14.0 million to pay for certain costs and capital expenditures necessary to increase the intake, processing capacity and gas output of the McCommas Bluff facility. See "Loan Agreement with CE Dallas Renewables LLC" below for more information.

- *Cambrian Option.* Clean Energy granted to Cambrian an exclusive, non-assignable option to purchase from Clean Energy up to and including a 19% membership interest in CE Dallas. The exercise price of the option is $368,000 for each 1%, up to $6,992,000 for the total 19%. The option may be exercised in whole or in part (but only in 1% increments) during the ten-year period commencing on the date which the Clean Energy loan described under "Loan Agreement with CE Dallas" below has been repaid in full.

- *Drag Along Right.* If one or more members propose to sell all of the membership interests owned by such member(s) (so long as such member(s) collectively hold 51% or more of the total outstanding membership interests in the company), in one or more related transactions to a bona fide third party purchaser on an arm's length basis, such members will have the right to require all of the other members to sell all of their membership interests upon the same terms.

- *Buy-Sell Option.* After December 31, 2009, a member (the "Initiating Member") desiring to acquire all of the membership interests of the remaining members may provide a written notice ("Buy/Sell Notice") to the remaining members (the "Target Members") setting forth the Stated Value (described below) and stating that the Initiating Member will either sell all of the Initiating Member's membership interests or purchase all of the membership interests of the Target Members at the price determined based on the Stated Value.

    - The "Stated Value" contained in the Buy/Sell Notice would be a hypothetical cash price for all the assets of the company without assumption of funded indebtedness of CE Dallas.

    - The price payable to a selling member would be the amount that the selling member (be that the Initiating Member or the Target Members) would receive with respect to the membership interests of such selling member upon a dissolution of the company following a sale of all assets of the company for cash in the amount of the Stated Value.

    - Upon a sale pursuant to a Buy/Sell Notice, each selling member and its affiliates would repay all indebtedness of the company to such member or its affiliates to the extent there would be funds available to pay such indebtedness upon such a sale at the Stated Value.

    - Each Target Member will reply in writing to the other members and the company within 180 days of receiving a Buy/Sell Notice as to whether the Target Member will sell the Target Member's membership interests to the Initiating Member or purchase the Initiating Member's membership interests. Failure by the Target Member to respond in writing within the 180 day time period will be deemed an election by the Target Member to sell the Target Member's membership interests to the Initiating Member.

    - The purchase and sale of the membership interests pursuant to the Buy/Sell Notice would be consummated within 90 days after the termination of the 180 day notice period.

    - For so long as Clean Energy has any obligations to PlainsCapital Bank to repay outstanding debt, a condition precedent to closing a sale under the Buy/Sell Notice would be the payment in full of such debt and payment of all amounts by Clean Energy in connection therewith. See "Credit Agreement with PlainsCapital Bank" below for more information.

Immediately after the closing of the acquisition of DCE by CE Dallas, on August 15, 2008, CE Dallas merged with and into DCE, with DCE surviving. Upon the effectiveness of the merger, the LLC Agreement became the limited liability company agreement of DCE, and Clean Energy and Cambrian became the holders of 70% and 30% of the outstanding membership interests of DCE, respectively.

A complete copy of the LLC Agreement is attached as Exhibit 99.2 to this report and is incorporated herein by reference. The summary of the LLC Agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the LLC Agreement.

Loan Agreement with CE Dallas Renewables LLC

On August 15, 2008, Clean Energy and CE Dallas entered into a Loan Agreement ("Loan Agreement") pursuant to which Clean Energy agreed to provide secured financing to CE Dallas on the following terms and conditions:

- *Loans from Clean Energy.* During the period commencing August 15, 2008 and ending July 29, 2013, CE Dallas may, from time to time, request to borrow funds from Clean Energy, provided that: (i) the aggregate initial principal amount of all loans made by Clean Energy to CE Dallas as of the date of any such request (including any loans related to the issuance of letters of credit), less the amount of any reserve established for letters of credit, may not exceed $14,000,000; and (ii) all other applicable conditions precedent set forth in the Loan Agreement are satisfied. On the date of the Loan Agreement, CE Dallas was deemed to have requested, and Clean Energy was deemed to have made, a loan of $714,000, which amount was paid by Clean Energy directly to the sellers under the Purchase Agreement in connection with the acquisition of DCE by CE Dallas.

- *No Re-Borrowing.* Amounts borrowed under the Loan Agreement and repaid or pre-paid by CE Dallas may not be re-borrowed.

- *Letters of Credit.* During the period commencing August 15, 2008 and ending July 29, 2013, CE Dallas may request that Clean Energy or one of its affiliates, as the account party, procure the issuance of one or more letters of credit in such amounts and in favor of such beneficiaries as may be requested by CE Dallas. Clean Energy is not obligated to honor any such request. Upon the drawing of any amount under any letter of credit procured by Clean Energy or its affiliates, CE Dallas will be deemed to have requested, and Clean Energy will have been deemed to have made, a loan in an amount equal to the amount drawn upon such letter of credit. A reserve will be established against the availability of loans under the Loan Agreement in an amount equal to 105% of the undrawn face amount of all letters of credit. Upon the earlier of the due date or date of payment of any costs, fees or expenses incurred by Clean Energy or any of its affiliates in connection with procuring the issuance of any such letter of credit, CE Dallas will be deemed to have requested, and Clean Energy will have been deemed to have made, a loan in an amount equal to such costs, fees or expenses.

- *Interest Rate.* All outstanding obligations under the Loan Agreement will bear interest on the unpaid principal amount thereof (including on the unpaid principal amount of the loans and, to the extent permitted by law, on interest thereon or fees not paid when due) at a per annum rate of 12%. Additionally, the aggregate undrawn amount of all letters of credits will bear interest in the same fashion as the outstanding obligations referred to above. Notwithstanding the foregoing, upon the occurrence of any default under the Loan Agreement, all such outstanding obligations referred to above will, at the option of Clean Energy, bear interest at a per annum rate of 15%.

- *Payment of Loan.* CE Dallas will pay interest on September 30, 2008, and then on the last day of each calendar quarter thereafter until payment in full of any principal outstanding under the Loan Agreement. CE Dallas will repay principal in an amount equal to the lesser of (i) the aggregate principal amount of the then outstanding loans and (ii) $2,800,000, beginning on August 1, 2009, and on each anniversary thereafter, and ending on August 1, 2013, on which date CE Dallas will repay the remaining principal balance plus any interest then due.

- *Voluntary Prepayments.* CE Dallas may prepay principal in full or in part at any time without the payment of a prepayment fee or premium. Any prepayment will be applied to the most remote payment of principal due under the Loan Agreement.

- *Mandatory Prepayments.* CE Dallas must prepay the outstanding principal amount of the loans following the receipt by CE Dallas or any of its subsidiaries of:

  - Net cash sales proceeds from any asset disposition by an amount equal to 100% of the amount of such net cash sales proceeds.

  - Net cash proceeds from the sale, loss, destruction, taking, or condemnation of any assets of CE Dallas or any of its subsidiaries by an amount equal to 100% of the amount of such net cash proceeds.

  - Net cash issuance proceeds from the issuance of indebtedness of CE Dallas or any of its subsidiaries by an amount equal to 100% of the amount of such net cash issuance proceeds.

  - Net cash issuance proceeds from the issuance of equity of CE Dallas or any of its subsidiaries by an amount equal to 100% of the amount of such net cash issuance proceeds if such equity is issued for any reason other than for the purpose of acquiring specific property substantially concurrently therewith.

- *Ancillary Agreements.* In connection with the Loan Agreement, on August 15, 2008, Clean Energy, CE Dallas and Cambrian also entered into the following ancillary agreements:

  - *Promissory Note.* CE Dallas executed a promissory note in favor of Clean Energy pursuant to which CE Dallas promised to pay to Clean Energy $14,000,000 or such lesser amount as it is then obligated to pay to Clean Energy under the Loan Agreement.

  - *Security Agreement.* To secure the indebtedness and obligations of CE Dallas to Clean Energy under the Loan Agreement (and any related documents), CE Dallas and Clean Energy entered into a Security Agreement pursuant to which CE Dallas granted to Clean Energy a security interest in all of the right, title and interest of CE Dallas in and to all of its assets.

  - *Pledge Agreement.* To secure the indebtedness and obligations of Cambrian to Clean Energy under the Non-Recourse Guaranty (described below), Cambrian and Clean Energy entered into a Pledge Agreement pursuant to which Cambrian granted to Clean Energy a security interest in all of its membership interests in CE Dallas (and any distributions, redemption payments, liquidation payments, interest or premiums with respect to such membership interests).

  - *Non-Recourse Guaranty.* Cambrian and Clean Energy entered into a Non-Recourse Guaranty pursuant to which Cambrian guaranteed the full and prompt payment of all indebtedness and obligations of CE Dallas to Clean Energy when due. The only recourse for Clean Energy for the satisfaction of the liability of Cambrian under the Non-Recourse Guaranty is to foreclose upon the collateral pledged by Cambrian to Clean Energy under the Pledge Agreement.

  - *Letter Agreement re Subordination of Management Fees.* Cambrian and Clean Energy entered into a letter agreement pursuant to which Cambrian agreed to subordinate all management fees or compensation payable to it or its affiliates by CE Dallas to all amounts owed to Clean Energy in connection with the indebtedness and obligations of CE Dallas to Clean Energy under the Loan Agreement.

Immediately after the closing of the acquisition of DCE by CE Dallas, on August 15, 2008, CE Dallas merged with and into DCE, with DCE surviving. Upon the effectiveness of the merger, DCE assumed all of the indebtedness and obligations of CE Dallas under the Loan Agreement and all

instruments, documents and agreements executed in connection with the Loan Agreement, including the Promissory Note and the Security Agreement.

Complete copies of the Loan Agreement, Promissory Note, Security Agreement, Pledge Agreement, Non-Recourse Guaranty and Letter Agreement re Subordination of Management Fees are attached as Exhibits 99.3, 99.4, 99.5, 99.6, 99.7 and 99.8 to this report, respectively, and are incorporated herein by reference. The summary of the agreements described above does not purport to be complete and is qualified in its entirety by reference to such agreements.

Credit Agreement with PlainsCapital Bank

On August 15, 2008, we and Clean Energy, our wholly-owned subsidiary (collectively, "we," "our" or "us"), entered into a Credit Agreement ("Credit Agreement") with PlainsCapital Bank ("PCB") pursuant to which PCB agreed to provide secured financing to us on the following terms and conditions:

- *Facility A Loan.* PCB loaned us $18,000,000 (the "Facility A Loan") upon the execution of the Credit Agreement.

- *Facility B Loans.* During the time period commencing August 15, 2008 and ending February 15, 2009, we may, from time to time, request one or more additional loans from PCB (collectively, the "Facility B Loans"), provided that: (i) the aggregate amount of the Facility B Loans made by PCB, after giving effect to such requested loan(s), does not exceed $12,000,000; and (ii) all other applicable conditions precedent set forth in the Credit Agreement are satisfied. Upon the execution of the Credit Agreement, PCB loaned us Facility B Loans in the aggregate amount of $4.1 million.

- *Interest Rate.* Interest accrues daily on the Facility A Loan and the Facility B Loans at the following rate (the "Adjusted Base Rate"): the greater of (i) for each calendar month, the prime rate of interest for the United States published in the Borrowing Benchmarks section of the Wall Street Journal on the first business day of such calendar month, plus 0.50% per annum (the "Base Rate"), and (ii) 5.50% per annum; except that the interest rate may never exceed the maximum interest rate allowed by applicable law. If we are in default under the Credit Agreement, the interest rate for the Facility A Loan and the Facility B Loans will be, at the time in question, the Base Rate then in effect plus 5.00% per annum, unless otherwise agreed by PCB.

- *Payments under Facility A Loan.* The first payment of principal and interest on the Facility A Loan in the amount of $153,868 will be due and payable on September 15, 2008. Each subsequent payment of principal and interest will be in such amount as determined by PCB to be necessary to amortize the principal balance of the Facility A Loan in level payments of principal and accrued interest over 14 year period (calculated using the Adjusted Base Rate then in effect); and each such payment will be due on the 15th of each month commencing October 15, 2008, and continuing regularly thereafter until August 15, 2013, at which time the entire amount of the principal and interest then remaining unpaid under the Facility A Loan will become due and payable.

- *Payments under Facility B Loan.* Interest computed upon the unpaid principal balance of the Facility B Loans will be due and payable quarterly as it accrues commencing on September 30, 2008, and continuing regularly on the last day of each fiscal quarter thereafter until payment in full of any principal outstanding amount of the Facility B Loans. The principal amount of the Facility B Loans will be due and payable in annual payments commencing on August 1, 2009, and continuing on each anniversary date thereafter, with each such payment being in an amount equal to the lesser of (i) the aggregate principal amount of the Facility B Loans then outstanding and (ii) $2,800,000; provided that on August 15, 2013, the entire amount of principal and interest then remaining unpaid under the Facility B Loans will become due and payable.

- *Voluntary Prepayments.* We may from time to time, and without premium or penalty, prepay the Facility A Loan and the Facility B Loans. Each prepayment of principal will be accompanied by all interest then accrued and unpaid on the principal so prepaid.

- *Mandatory Prepayments.* We are required to make the following mandatory repayments of the Facility A Loan and the Facility B Loans:

  - Clean Energy will immediately deliver to PCB all proceeds (net of reasonable expenses) received by Clean Energy from the sale of membership interests in CE Dallas (and following the merger of CE Dallas with and into DCE, in DCE) to Cambrian pursuant to Cambrian's exercise of the option described under "Limited Liability Company Agreement of CE Dallas Renewables LLC – Cambrian Option" above. All of such amounts will be applied as a prepayment of the Facility A Loan; and to the extent that any such prepayment would exceed the then outstanding principal amount of the Facility A Loan, PCB may elect, in its sole discretion, to apply such excess amount as a prepayment of the Facility B Loans.

  - Clean Energy will immediately deliver to PCB any voluntary or mandatory prepayments of the indebtedness evidenced by the Loan Agreement and related documents between Clean Energy and CE Dallas (and following the merger of CE Dallas with and into DCE, DCE) (collectively, the "Clean Energy Loan Documents"). See "Loan Agreement with CE Dallas Renewables LLC" for more information. All of such amounts will be applied as a prepayment of the Facility B Loans.

  - On the last day of each fiscal quarter, Clean Energy will deliver to PCB the amount, if any, by which the interest received by Clean Energy pursuant to the Clean Energy Loan Documents on such date exceeds the amount of interest due on the Facility B Loans on such date. All of such amounts will be applied as a prepayment of the Facility B Loans.

- *No Re-Borrowing.* Amounts borrowed and repaid on the Facility A Loan and the Facility B Loans may not be re-borrowed.

- *Use of Proceeds.* We were required to use the proceeds from the Facility A Loan to consummate the acquisition of DCE by CE Dallas pursuant to the Purchase Agreement. We are required to use the proceeds from the Facility B Loans for the following purposes: (i) to fund a payment reserve account specified in the Credit Agreement, (ii) to advance funds to CE Dallas (and, following the merger of CE Dallas with and into DCE, to DCE) pursuant to the terms of the Loan Agreement between CE Dallas and Clean Energy (see "Loan Agreement with CE Dallas Renewables LLC" above for more information); (iii) to pay all costs and expenses incurred by us in connection with the transactions contemplated by the Credit Agreement; and (iv) to pay all fees payable to PCB in connection with the Credit Agreement.

- *Negative Covenants.* We are subject to a number of negative covenants under the Credit Agreement, including the following:

- *No Indebtedness or Liens.* We may not owe or be liable for any indebtedness other than certain indebtedness permitted by the Credit Agreement; and except for certain permitted liens, we may not create, assume or permit to exist any lien upon any of our properties or assets.

- *Limitation on Dividends and Redemptions*. We may not declare or make, directly or indirectly, any dividend, distribution or redemption payment (i) if either an event of default under the Credit Agreement will have occurred and is continuing, or (ii) if immediately before and after giving pro forma effect to such dividend, distribution or redemption payment, we would not be in pro forma compliance with the negative covenants described below under "Minimum Liquidity," "Accounts Receivable," "Minimum Consolidated Net Worth," "Maximum Consolidated Funded Debt to Equity Ratio," and "Global Debt Service Coverage Ratio."

- *Minimum Liquidity*. As of the end of each fiscal quarter, beginning December 31, 2008, the aggregate amount of cash and cash equivalents of Clean Energy Fuels Corp. and its properly consolidated subsidiaries that are not subject to any lien (other than permitted liens) must not be less than $6,000,000.

- *Accounts Receivable*. As of the end of each calendar month, our accounts receivable must not be less than $10,000,000.

- *Minimum Consolidated Net Worth.* As of the end of each fiscal quarter, beginning September 30, 2008, the consolidated net worth of Clean Energy Fuels Corp., minus all assets which would be treated as intangibles under GAAP, must not be less than $150,000,000.

- *Maximum Consolidated Funded Debt to Equity Ratio*. As of the end of each fiscal quarter, beginning September 30, 2008, the ratio of (i) the consolidated funded debt of Clean Energy Fuels Corp. as of the end of such fiscal quarter to (ii) the consolidated net worth for Clean Energy Fuels Corp. for such fiscal quarter may not be greater than 0.3:1.

- *Global Debt Service Coverage Ratio*. As of the end of each fiscal quarter, beginning June 30, 2009, we must maintain a Global Debt Service Coverage Ratio (defined below) of at least 1.50:1. "Global Debt Service Coverage Ratio" means, for any period, the ratio of (1) the consolidated EBITDA of Clean Energy Fuels Corp., to (2) the aggregate amount of consolidated interest expense of Clean Energy Fuels Corp. for borrowed money and interest expense for capital leases and current maturities of long-term indebtedness and current maturities of capital leases for such period.

- *Events of Default; Acceleration of Debt.* There are a number of events of default under the Credit Agreement. If we become insolvent or fail to make a required payment under the Credit Agreement (or any related agreement) within specified time periods (in each case an event of default), all of the obligations and indebtedness under the Credit Agreement (or any related agreement) will become immediately due and payable. Upon any such acceleration, any obligation of PCB to make any further loans under the Credit Agreement will be terminated. During the continuance of any other event of default, PCB may do either or both of the following: (i) terminate any obligation of PCB to make loans under the Credit Agreement, and (ii) declare any or all of the indebtedness and obligations under the Credit Agreement immediately due and payable.

- *Ancillary Agreements*. In connection with the Credit Agreement, on August 15, 2008, we and PCB also entered into the following ancillary agreements:

  - *Promissory Note (Facility A).* We executed a promissory note in favor of PCB pursuant to which we promised to pay to PCB $18,000,000 or such lesser amount as we are then obligated to pay to PCB under the Facility A Loan.

  - *Promissory Note (Facility B).* We executed a promissory note in favor of PCB pursuant to which we promised to pay to PCB $12,000,000 or such lesser amount as we are then obligated to pay to PCB under the Facility B Loans.

  - *Collateral Assignment and Security Agreement.* To secure our obligations under the Credit Agreement (and related documents), Clean Energy executed a Collateral Assignment and Security Agreement in favor of PCB pursuant to which Clean Energy assigned and granted a security interest to PCB in all of its right, title and interest in and to the Promissory Note, Security Agreement and other collateral loan documents described under "Loan Agreement with CE Dallas Renewables LLC" above.

  - *Security Agreement (Vehicle Tankers).* To secure our obligations under the Credit Agreement (and related documents), we entered into a Security Agreement in favor of PCB pursuant to which we granted a security interest in 45 of our 60 tanker trailers.

  - *Security Agreement (Accounts Receivable and Inventory).* To secure our obligations under the Credit Agreement (and related documents), we and certain of our other subsidiaries entered into a Security Agreement in favor of PCB pursuant to which we granted a security interest in and to all of our accounts receivable and inventory.

  - *Pledge Agreement*. To secure our obligations under the Credit Agreement (and related documents), Clean Energy executed a Pledge Agreement in favor of PCB pursuant to which Clean Energy granted to PCB a security interest in all of Clean Energy's membership interests in CE Dallas.

Complete copies of the Credit Agreement, Promissory Note (Facility A), Promissory Note (Facility B), Collateral Assignment and Security Agreement, Security Agreement (Vehicle Tankers), Security Agreement (Accounts Receivable and Inventory) and Pledge Agreement are attached as Exhibits 99.9, 99.10, 99.11, 99.12, 99.13, 99.14 and 99.15 to this report, respectively, and are incorporated herein by reference. The summary of the agreements described above does not purport to be complete and is qualified in its entirety by reference to such agreements.

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

See Item 1.01 of this report under "Credit Agreement with PlainsCapital Bank."

Item 3.03. Material Modifications to Rights of Security Holders.

See Item 1.01 of this report under "Credit Agreement with PlainsCapital Bank."

Item 7.01. Regulation FD Disclosure.

On August 18, 2008, we issued a press release announcing the acquisition of DCE by CE Dallas. A copy of the press release is attached as Exhibit 99.16 to this report and incorporated herein by reference.

The information in this Item 7.01 and Exhibit 99.16 is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Item 9.01. Exhibits and Financial Statements.

(a) Financial Statements of Businesses Acquired.

Due to the size of the transaction, we do not expect to file financial statements of DCE.

(d) Exhibits.

99.1 Membership Interests Purchase and Sale Agreement dated August 15, 2008, among CE Dallas Renewables LLC, Clean Energy, Cambrian Energy McCommas Bluff LLC, Camco DCE, Inc, Camco DCE Limited and Camco International Ltd.

99.2 Limited Liability Company Agreement of CE Dallas Renewables LLC dated August 15, 2008 between Clean Energy and Cambrian Energy McCommas Bluff LLC.

99.3 Loan Agreement dated August 15, 2008 between Clean Energy and CE Dallas Renewables LLC.

99.4 Promissory Note dated August 15, 2008 executed by CE Dallas Renewables LLC in favor of Clean Energy.

99.5 Security Agreement dated August 15, 2008 between Clean Energy and CE Dallas Renewables LLC.

99.6 Pledge Agreement dated August 15, 2008 between Clean Energy and Cambrian Energy McCommas Bluff LLC.

99.7 Non-Recourse Guaranty dated August 15, 2008 between Clean Energy and Cambrian Energy McCommas Bluff LLC.

99.8 Letter Agreement dated August 15, 2008 between Clean Energy and Cambrian Energy McCommas Bluff LLC regarding Subordination of Management Fees.

99.9 Credit Agreement dated August 15, 2008, among Clean Energy Fuels Corp., Clean Energy and PlainsCapital Bank.

99.10 Promissory Note (Facility A) dated August 15, 2008 executed by Clean Energy Fuels Corp. and Clean Energy in favor of PlainsCapital Bank.

99.11 Promissory Note (Facility B) dated August 15, 2008 executed by Clean Energy Fuels Corp. and Clean Energy in favor of PlainsCapital Bank.

99.12 Collateral Assignment and Security Agreement dated August 15, 2008 executed by Clean Energy in favor of PlainsCapital Bank.

99.13 Security Agreement (Vehicle Tankers) dated August 15, 2008 executed by Clean Energy Fuels Corp. and Clean Energy in favor of PlainsCapital Bank.

99.14 Security Agreement (Accounts Receivable and Inventory) dated August 15, 2008 executed by Clean Energy Fuels Corp., Clean Energy and certain other grantors in favor of PlainsCapital Bank.

99.15 Pledge Agreement dated August 15, 2008 executed by Clean Energy in favor of PlainsCapital Bank.

99.16 Press Release dated August 18, 2008, issued by Clean Energy Fuels Corp.

SIGNATURES

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

Date: August 21, 2008

Clean Energy Fuels Corp.

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

Exhibit 99.1

MEMBERSHIP INTERESTS PURCHASE AND SALE AGREEMENT

by and among

CAMCO INTERNATIONAL LTD.
"Camco Ltd.",

CAMCO DCE LIMITED.
"Camco DCE Limited",

CAMCO DCE, INC.
"Camco DCE, Inc.",

CE DALLAS RENEWABLES LLC
"Buyer",

CLEAN ENERGY
"Clean Energy"

and

CAMBRIAN ENERGY MCCOMMAS BLUFF LLC
"Cambrian"

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MEMBERSHIP INTERESTS PURCHASE AND SALE AGREEMENT

THIS MEMBERSHIP INTERESTS PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made and entered into on the 15th day of August, 2008, by and among Camco International Ltd., a Jersey company ("**Camco Ltd.**"), Camco DCE Limited, a Jersey company ("**Camco DCE Limited**"), Camco DCE, Inc., a Delaware corporation ("**Camco DCE, Inc.**"), Clean Energy, a California corporation ("**Clean Energy**"), Cambrian Energy McCommas Bluff LLC, a Delaware limited liability company (**"Cambrian"**), and CE Dallas Renewables LLC, a Delaware limited liability company ("**Buyer**").

RECITALS

WHEREAS, on November 30, 2007, Dallas Clean Energy LLC, a Delaware limited liability company ("**DCE**"), as permitted assignee of Camco DCE, Inc. (formerly named Camco International, Inc.), acquired through a bankruptcy proceeding filed in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**Bankruptcy Court**"), in Case No. 07-32219-HDH-11 styled *In re McCommas LFG Processing Partners, LP*, and in Case No. 07-32222-HDH-11, styled *In re McCommas Landfill Partners, LP* (together, the "**Bankruptcy Case**"), pursuant to a Joint Asset Purchase and Sale Agreement with McCommas LFG Processing Partners, LP and McCommas Landfill Partners, LP dated September 12, 2007 (the "**Joint Asset Purchase Agreement**"), certain assets at the McCommas Bluff Landfill in Dallas, Texas, including the Landfill Gas Lease, the Gas Sale Agreement, the Collection System and the Processing Facility (each as defined herein) (collectively, the "**McCommas Bluff Energy Project Assets**");

WHEREAS, Buyer is a joint venture of Clean Energy and Cambrian that was formed for the purpose of the transactions contemplated herein; and

WHEREAS, Buyer desires to purchase, and Camco DCE Limited and Camco DCE, Inc. (together, the "**Sellers**") desire to sell, all of the issued and outstanding membership interests of DCE on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Clean Energy and Cambrian (collectively, the "**Purchasing Parties**") and the Sellers and Camco Ltd. (collectively, the "**Selling Parties**") hereby agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.1 Definitions. The capitalized terms used in this Agreement shall have the meanings specified in this Article or elsewhere in this Agreement. The singular shall include the plural, and the masculine shall include the feminine and neuter, and vice versa. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified,

amended, supplemented and restated. References to a particular article or section are to the article or section of this Agreement, unless the context otherwise specifies. The words "include," "includes" and "including" are not limiting and are deemed to be followed by the words "without limitation" whether or not in fact followed by such words or words of like import.

"**Adjustment Amount**" has the meaning specified in Section 2.3(c).

"**Adjustment Statement**" has the meaning specified in Section 2.3(a).

"**Affiliate**" means, with respect to a specified Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreed Portion of Losses**" has the meaning specified in Section 8.4(b)(ii).

"**Agreement**" means this Membership Interests Purchase and Sale Agreement between the Selling Parties and the Purchasing Parties.

"**Applicable Law**" means all laws of any Governmental Authority, including federal and state securities laws, Tax laws, ordinances, judgments, decrees, injunctions, writs and Orders or like actions of any Governmental Authority and rules and regulations of any federal, regional, state, county, municipal or other Governmental Authority, which are applicable to the specified Person or the McCommas Bluff Energy Project Assets, as applicable.

"**Asserted Losses Amount**" has the meaning specified in Section 8.4(a).

"**Books and Records**" has the meaning specified in Section 2.4.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to be closed in New York, New York.

"**Buyer**" means CE Dallas Renewables LLC, a Delaware limited liability company.

"**Buyer's Indemnitee**" has the meaning specified in Section 8.2(b).

"**Cambrian**" means Cambrian Energy McCommas Bluff LLC, a Delaware limited liability company.

"**Cambrian Claims**" means any and all claims for damages, specific performance or other remedies that could be asserted against any of DCE, Camco Ltd., Camco DCE, Inc. or Camco DCE Limited by Cambrian Development with respect to the ownership of membership interests in DCE, the rights to own and operate the McCommas Bluff Energy Project or otherwise arising out of any transaction between or pursued jointly by Camco Ltd. or any of its Affiliates, on the one hand, and Cambrian Development or any of its Affiliates, on the other hand, during the term of the Confidentiality Agreement between Cambrian Development and Camco Ltd. dated as of June 20, 2007 (and for avoidance of doubt, prior to the Closing Date).

"**Cambrian Development**" means Cambrian Energy Development LLC, a California limited liability company.

"**Camco DCE, Inc.**" means Camco DCE, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Camco Ltd.

"Camco DCE Limited" means Camco DCE Limited, a Jersey company and an indirect wholly owned subsidiary of Camco Ltd.

"**Camco Ltd.**" means Camco International Ltd., a Jersey company.

"**Capital Expenditure**" means any amount of funds expended for any addition to or replacement or repair of property, plant or equipment that, in each case, would be capitalized by DCE in accordance with GAAP.

"**Carbon Asset Development Agreement**" has the meaning set forth in Section 6.4.

"**City**" means The City of Dallas, a municipal corporation and a political subdivision of the State of Texas.

"**Claims Deposit**" has the meaning specified in Section 2.2(b).

"**Claims Escrow**" has the meaning specified in Section 8.4(a).

"**Claim Notice**" means written notification of a Third Party Claim as to which indemnity under Section 8.2 is sought by an Indemnitee, enclosing a copy of all papers served, if any, and specifying the nature of and basis for such Third Party Claim and for the Indemnitee's claim against the indemnifying party under Section 8.2.

"**Clean Energy**" means Clean Energy, a California corporation.

"**Collection System**" means all wells, valves, sumps, pumps, drains, lateral piping, headers, blowers, flares and other tangible personal property owned by DCE and installed in or on the real property included within one or more of the Landfill or the Site and used for or in connection with the collection and transportation of Landfill Gas.

"**Consent**" means a consent, approval, Order, or authorization of, or registration, declaration, notice or filing with, or exemption by a Governmental Authority or other Person (other than a Selling Party, any Affiliate of a Selling Party, a Purchasing Party or any Affiliate of a Purchasing Party).

"**DCE**" means Dallas Clean Energy LLC, a Delaware limited liability company.

"**Encumbrances**" means all liens (including mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), mortgages, pledges, claims, security interests, charges, conditions, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, claims (as that term is defined in the Bankruptcy Code), rights of another, or other restrictions or encumbrances, legal or equitable, or of any other kind whatsoever, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed.

"**Environmental Laws**" means all federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives or judicial or administrative orders relating to pollution or protection of the environment, natural resources or human health and safety, including laws relating to releases or threatened releases of Hazardous Materials (including releases to ambient air, surface air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport or handling of Hazardous Materials. "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Solid Waste Disposal Act, as amended (42 U.S.C. § 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7104 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 561 et seq.), and all other federal, state, local or foreign laws analogous to any of the above.

"**Escrow Agent**" means Commerce Escrow Company, 1545 Wilshire Blvd, Suite 600, Los Angeles, California 90017.

"**Escrow Agreement**" means an escrow agreement in substantially the form attached hereto as Exhibit A among Buyer, the Sellers and the Escrow Agent.

"**GAAP**" means United States generally accepted accounting principles as in effect from time to time, applied on a consistent basis.

"**Gas Sales Agreement**" means the month-to-month Base Contract for the Short-Term Purchase and Sale of Natural Gas dated November 21, 2003 between TXU Gas Company and its successors in interest, as buyer, and McCommas LFG Processing Partners, LP, as seller, as such agreement may have been superseded, amended or modified to date.

"**Governmental Authority**" means any federal, state, municipal or local government, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body.

"**Hazardous Material**" means any substance, material or waste that is regulated by any Governmental Authority, under any Environmental Law, including any material, substance or waste which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "toxic waste," or "toxic substance" under any provision of any Environmental Law, and including petroleum, petroleum products, fractions of petroleum, asbestos, asbestos-containing material, ureaformaldahyde and polychlorinated biphenyls.

"**Indebtedness**" means (a) all indebtedness for borrowed money, (b) any other indebtedness that is evidenced by a note, bond, debenture, draft or similar instrument, (c) notes payable, (d) lines of credit and any other agreements relating to the borrowing of money or extension of credit, (e) all liabilities for the deferred purchase price of property, (f) all liabilities under financing or capital leases, (g) all liabilities pursuant to any phantom equity plan, liabilities with respect to stock appreciation or similar rights or otherwise to employees as a result of a change of control, and (h) all liabilities for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction securing obligations of a type described in any clause above to the extent of the obligation secured, and all liabilities as obligor or guarantor to the extent of the obligation secured.

"**Indemnification Demand**" has the meaning specified in Section 8.4(a).

"**Indemnifying Party**" has the meaning specified in Section 8.3(a).

"**Indemnitee**" has the meaning specified in Section 8.2(b).

"**Landfill**" means the property containing approximately 964.44 acres and located in Dallas County, Texas, which is the portion of the McCommas Bluff Landfill permitted under Permit Number 62, and is more particularly described in Exhibit B.

"**Landfill Gas**" means the methane, carbon dioxide and other gases produced by the anaerobic decomposition of refuse organic material within the portion of the Landfill under Permit Number 62 but does not include natural gas, oil or any other hydrocarbon substances.

"**Landfill Gas Lease**" means collectively the Lease to Develop Landfill Gas executed on December 12, 1994, by the City and Dallas Landfill Gas Production, L.L.C., and all amendments and modifications thereto, including (i) the First Amendment to Lease to Develop Landfill Gas dated July 10, 2003 between the City and McCommas Bluff Landfill Partners, LP as successor in interest to Dallas Landfill Gas Production, L.L.C., a Texas limited liability company, predecessor by merger to Dallas Landfill Gas Production, L.L.C., a Texas limited liability company, (ii) the Acknowledgement Agreement dated November 19, 2007 between William Snyder, the chapter 11 trustee of McCommas LFG Processing Partners, LP and McCommas Landfill Partners, LP, Camco DCE, Inc. and the City, and (iii) the Acknowledgement with Respect to Horizontal System dated August 15, 2008, between DCE and the City.

"**Legal Entitlement**" means any one or more of the permits, licenses, approvals, authorizations, consents, orders, certificates, filings, zoning changes or variances, and entitlements of whatever kind and however described, including all amendments, modifications and supplements thereof, which are required under applicable law to be obtained or maintained by any person or entity with respect to the Collection System, the Processing Facility, Utilities, or operations or infrastructure associated with the McCommas Bluff Energy Project Assets.

"**Liability Cap**" has the meaning specified in Section 8.2(h)(i).

"**Liability Threshold**" has the meaning specified in Section 8.2(h)(ii).

"**Loss**" has the meaning specified in Section 8.2(a).

"**Material Adverse Effect**" means any effect, change, event, occurrence, circumstance or development that, individually or in the aggregate with all other effects, changes, events, occurrences, circumstances or developments, is materially adverse to (x) the business, assets, liabilities (contingent or otherwise), results of operations or financial condition of DCE or (y) the ability of the Selling Parties to consummate the transactions contemplated hereby, other than effects, changes, events, occurrences, circumstances or developments that are due to (i) any general deterioration in the financial or market conditions affecting the wholesale or retail markets for energy that do not disproportionately affect DCE; (ii) any act of terrorism, declaration or commencement of a new war, material escalation of current wars, or other global unrest or international hostilities that does not disproportionately affect DCE; or (iii) entering into, or the taking of any action required by, this Agreement.

"**Material Contracts**" means (i) the Landfill Gas Lease, (ii) the Gas Sales Agreement and (iii) any other contracts and agreements relating to the McCommas Bluff Energy Project Assets to which DCE (directly or as an assignee) is a party and which entitles DCE to receive, or requires DCE to pay, in excess of $25,000 within any calendar year.

"**McCommas Bluff Energy Project Assets**" has the meaning set forth in the recitals to this Agreement.

"**Membership Interests**" means all of the issued and outstanding membership interests in DCE.

"**Orders**" means all decrees, judgments, injunctions, rulings, or other orders of a Governmental Authority having jurisdiction.

"**Ordinary Course of Business**" means the operation and maintenance by DCE of the McCommas Bluff Energy Project Assets in the ordinary and normal course since November 30, 2007.

"**Organizational Documents**" means, with respect to a particular entity, such entity's articles of incorporation, certificates of formation, limited liability company operating agreement, bylaws, or other equivalent primary charter documents, as applicable.

"**Parties**" means Camco Ltd., Camco DCE, Inc., Camco DCE Limited, Buyer, Cambrian and Clean Energy.

"**Permitted Encumbrances**" means (i) Encumbrances of current Taxes and assessments not yet delinquent, (ii) Encumbrances incurred in the Ordinary Course of Business for obligations not yet due to materialmen, warehousemen, landlords, and the like, (iii) rights reserved to or vested in any municipality or governmental, statutory or public authority to control or regulate any of the McCommas Bluff Energy Project Assets in any manner, and (iv) other Encumbrances or imperfections on property that apparent on their face are immaterial in amount or do not materially detract from the value or materially impair the use of the property affected by such lien or imperfection.

"**Person**" means any individual, corporation, business trust, proprietorship, firm, partnership, limited partnership, limited liability partnership, limited liability company, trust, association, joint venture, Governmental Authority or other entity.

"**Personal Property**" means (i) the Collection System, (ii) the Processing Facility, and (iii) such other tangible and intangible personal property that is owned by DCE.

"**Proceeding**" means any action, suit, litigation, arbitration, Proceeding (including any civil, criminal, administrative, investigative or appellate Proceeding), hearing, inquiry, audit or examination commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel.

"**Processing Facility**" means all of the equipment, piping, vessels, engine-compressor, meters, electric power distribution facilities and other tangible personal property located at the Site and used for the processing, treatment, measurement and delivery of Landfill Gas collected at the Landfill.

"**Project**" means (i) the Landfill, (ii) the Site, (iii) the Collection System, (iv) the Processing Facility and (v) all other improvements contained on, at or under the Landfill or the Site.

"**Purchase Price**" has the meaning specified in Section 2.2(a).

"Purchasing Parties" means Buyer, Cambrian and Clean Energy.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Materials.

"**Representatives**" means with respect to any Party, such Party's Affiliates together with such Party and its Affiliates' respective directors, officers, partners, members, managers, employees, representatives, agents and advisors (including accountants, legal counsel, environmental consultants and financial advisors).

"**Response**" has the meaning specified in Section 8.4(b).

"**SCS**" has the meaning specified in Section 9.1.

"**Sellers**" means Camco DCE, Inc. and Camco DCE Limited.

"**Sellers' Indemnitee**" has the meaning specified in Section 8.2(a).

"**Selling Parties**" means the Sellers and Camco Ltd.

"**Site**" means the parcel of real property located adjacent to the Landfill and more particularly described on Exhibit C attached hereto.

"**Survival Expiration Date**" has the meaning specified in Section 8.1.

"**Tax Claim**" has the meaning specified in Section 7.3(a).

"**Tax Indemnified Party**" has the meaning specified in Section 7.3(a).

"**Tax Indemnifying Party**" has the meaning specified in Section 7.3(a).

"**Tax Return**" means any return, report, information return or other document (including any related or supporting information) required to be supplied to any authority with respect to Taxes.

"**Taxes**" means all taxes, assessments, charges, duties, fees, levies or other governmental charges, including all federal, state, local and foreign income, franchise, profits, capital gains, capital stock, transfer, sales, use, occupation, property, excise, severance, windfall profits, stamp, license, payroll, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a return), and all estimated taxes, deficiency assessments, additions to tax, penalties and interest.

"**Third Party Claim**" has the meaning specified in Section 8.3(a).

"**Transaction Documents**" means this Agreement and each other agreement, instrument or certificate issued or executed in connection herewith, including the Claims Escrow Agreement, the Assignment of Membership Interests, the Cambrian Release and the Cambrian Representations Agreement.

"**Transfer Taxes**" means all state and local sales, use and other similar Taxes and all related fees or similar charges that arise from or relate solely to the consummation of the transactions contemplated by this Agreement.

"**Utilities**" means any and all utility and similar services and installations whatsoever (including natural gas, potable and non-potable water, wastewater, sewer, electricity, air, oil, telephone, and telecommunications), and all pipelines, piping, poles, power lines, conveyors, trenches, casements, wiring, conduit, valves, meters, switches, pumps, tanks, transformers, switchgear and other fixtures and structures of every kind whatsoever related thereto or used in connection therewith.

"**VERs**" means voluntary carbon emission reduction credits or equivalent regulated emission reduction credits governed under state, national, regional or international agreement that may exist with respect to the collection and destruction or use of Landfill Gas at the Landfill and with respect to the other activities that may be conducted by DCE with respect to the McCommas Bluff Energy Project Assets.

ARTICLE II

PURCHASE AND SALE

SECTION 2.1 Purchase and Sale. At the Closing, the Sellers shall sell the Membership Interests to Buyer, and Buyer shall purchase the Membership Interests from the Sellers, for the consideration set forth herein.

SECTION 2.2 Purchase Price.

(a) The aggregate cash consideration to be paid by Buyer for the Membership Interests shall be $19,114,370 (the "**Purchase Price**"), as determined in accordance with Schedule 2.2(a). At the Closing, but subject to Sections 2.2(b) and 2.5, Buyer shall deliver the Purchase Price to the Escrow Agent by wire transfer of immediately available funds.

(b) The Escrow Agent shall deposit the Purchase Price into escrow, shall hold $1,000,000 of the Purchase Price (the "**Claims Deposit**") for distribution as specified in the Escrow Agreement, and shall pay the remainder of the Purchase Price to the Sellers in accordance with instructions given by the Sellers to the Escrow Agent. The Claims Deposit shall secure in part the indemnification obligations of the Selling Parties under Articles VII and VIII of this Agreement.

SECTION 2.3 Purchase Price Adjustment. Calculation and payment of an adjustment to the Purchase Price shall be made as follows:

(a) Within 90 days after the Closing Date, Buyer shall prepare and deliver to the Sellers a statement (the "**Adjustment Statement**") which will set forth the Net Working Capital of DCE as of the Closing Date. "**Net Working Capital**" means the current assets of DCE minus the current liabilities of DCE, determined in accordance with GAAP; *provided* that amounts accrued by DCE for capital expenditures shall be excluded from the current liabilities of DCE for purposes of this calculation.

(b) The Adjustment Statement shall be accompanied by such backup information as may be reasonably required to support the computation of the amounts. The Adjustment Statement shall be prepared using the same GAAP principles, policies and methods DCE has historically used in connection with the calculation of the items reflected on the Financial Statements or as are otherwise consistent with GAAP principles otherwise applicable to a company in the business conducted by DCE. The Sellers will cooperate in the preparation of the Adjustment Statement and related information, and shall provide Buyer access to any Books and Records and other information as may be reasonably requested or required from time to time in the preparation of the Adjustment Statement.

(c) If the Net Working Capital (as finally determined in accordance with Section 2.3(d)) is less than $300,000 (the "**Reference Working Capital**"), then the Sellers shall pay to Buyer an amount equal to such difference within ten Business Days after determination of the Adjustment Amount by wire transfer of immediately available funds to an account specified by Buyer. If the Net Working Capital (as finally determined in accordance with Section 2.3(d)) equals or exceeds the Reference Working Capital, then Buyer shall pay to the Sellers an amount

equal to such difference within ten Business Days after determination of the Adjustment Amount by wire transfer of immediately available funds to an account specified by the Sellers. For purposes of this Section 2.3(c), the amount so payable to Buyer by the Sellers, or to the Sellers by Buyer, is referred to as the "**Adjustment Amount**"

(d) If the Sellers notify Buyer of a disagreement with the Adjustment Amount within 15 days following delivery of the Adjustment Statement, and Buyer and the Sellers are unable to agree on the Adjustment Amount within 30 days following delivery of the Adjustment Statement, or such later date as mutually agreed to by Buyer and the Sellers, then Buyer and the Sellers shall submit the dispute for determination and resolution to an accounting firm of nationally recognized standing that is independent from both Buyer and the Sellers (the "**Independent Accounting Firm**"), which firm shall be instructed to determine and report to the parties, within 30 days after such submission, upon such remaining disputed amounts, and such report, absent manifest error, shall be final, binding and conclusive on the Parties with respect to the amounts disputed. If the Sellers do not notify Buyer of a disagreement with the Adjustment Amount within 15 days following delivery of the Adjustment Statement, the Adjustment Amount determined by Buyer shall be final, binding and conclusive on the Parties. The fees and disbursements of the Independent Accounting Firm shall be allocated one-half to Buyer and one-half to the Sellers.

SECTION 2.4 Books and Records. On the Closing Date, the Sellers shall deliver to Buyer, to the extent not previously delivered, all of the following documents (collectively, the "**Books and Records**") insofar as they exist and relate to any one or more of the formation, ownership, management, operation or maintenance of DCE or the McCommas Bluff Energy Project Assets: entity formation documents; minutes; transaction documents relating to the acquisition by DCE of the McCommas Bluff Energy Project Assets (including title reports, environmental studies (including any Phase I or Phase II environmental reports and soils reports), and UCC and other lien searches); insurance policies; books; Tax records (including copies of federal, state and local Tax Returns); working papers; purchase orders and other related documents; original agreements; permits; licenses; bank accounts; checks; receipts; original accounting data; operating records; safety and maintenance manuals; engineering design plans; blueprints and as-built plans and surveys; Processing Facility and Collection System compliance plans; safety plans and records; environmental procedures and similar records; and all other reports, documents, agreements, leases, licenses, applications, permits, authorizations, orders, certificates, plans, appraisals, surveys, maps, tests, plans, studies, service contracts and warranties affecting or relating to the Project; in each case to the extent such documents are either in the possession of DCE or the Sellers or reasonably within the control of DCE or the Sellers. The Sellers shall be entitled to retain copies of such Books and Records, and Buyer agrees that it will make the Books and Records available to the Sellers. From time to time, the Sellers may review and make copies of the Books and Records at their expense, during normal business hours and following reasonable notice. The Sellers shall be entitled to use their copies of such Books and Records and all information contained therein for such purposes as may be deemed necessary and appropriate by the Sellers in connection with all regulatory filings or other activities involving any Governmental Authority, filing of Tax Returns, all other government matters reasonably related to the Sellers' prior ownership of the Membership Interests, any controversies or questions arising under the Transaction Documents and any claims arising with respect to events occurring or conditions existing before the Closing Date.

SECTION 2.5 Withholding. All payments to any Party pursuant to this Agreement shall be subject to such withholding of Taxes or other amounts as may be required by Applicable Law.

ARTICLE III

CLOSING

SECTION 3.1 Closing. The closing of the transactions described in this Agreement (the "**Closing**") shall take place at the offices of Poindexter & Doutre, Inc., 624 South Grand Avenue, Suite 2420, Los Angeles, California 90017 on the date hereof or at such other place and time as shall be agreed upon by the Parties. The time and date on which the Closing is actually held is referred to herein as the "**Closing Date**." The Closing shall be effective for all purposes as of the time that the Escrow Agent receives the Purchase Price pursuant to Section 2.2.

SECTION 3.2 Deliverables from the Sellers. At the Closing, the Sellers shall deliver to Buyer duly executed copies of the following documents, in each case which shall be in full force and effect:

(a) an assignment of membership interests in the form attached as Exhibit D (the "**Assignment of Membership Interests**");

(b) the Claims Escrow Agreement;

(c) written resignations and general releases in favor of DCE from all officers, directors and managers of DCE;

(d) an opinion of counsel to the Sellers in form satisfactory to Buyer;

(e) an estoppel certificate from the City in the form attached as Exhibit E;

(f) the Schedules;

(g) a certificate signed by Camco DCE Limited certifying, as complete and accurate as of the Closing Date, the Organizational Documents of DCE;

(h) a certificate from the Secretary of State of the State of Delaware, dated within ten days of the Closing Date, as to the good standing of DCE in the State of Delaware;

(i) a certificate from the Secretary of State of the State of Texas, dated within ten days of the Closing Date, as to the good standing of DCE in the State of Texas;

(j) such tax certifications, documents and instruments as may be required in order to avoid any obligation on the part of Buyer to withhold any Taxes or other amounts from any payment to be made to the Sellers in connection with this Agreement, including a United States Internal Revenue Service Form W-9; and

(k) a representations agreement between Cambrian Development and the Selling Parties in the form attached as Exhibit F (the "**Cambrian Representations Agreement**").

SECTION 3.3 Deliverables from Buyer. At the Closing, Buyer shall deliver to the Escrow Agent (i) the Purchase Price pursuant to Section 2.2 (less any amounts required to be withheld pursuant to Section 2.5), and (ii) duly executed copies of the following documents, in each case which shall be in full force and effect:

(a) the Claims Escrow Agreement;

(b) a release in the form attached as Exhibit G signed by Cambrian Development which shall release the Sellers, DCE, Camco Ltd. and each of their Affiliates from any and all of the Cambrian Claims (the "**Cambrian Release**"); and

(c) the Cambrian Representations Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Subject to the exceptions and other provisions set forth on the schedules delivered by the Sellers to Buyer at the Closing (the "**Schedules**"), the Sellers represent and warrant to Buyer that the statements contained in this Article IV and all applicable information contained in the Schedules are true and correct as of the Closing Date (or if a representation or warranty is made as of a specified date, as of such date). The Schedules shall be arranged in numbers and letters corresponding to the numbered and lettered sections of this Article IV, and the disclosure in any Schedule shall qualify the corresponding section of this Article IV and any other section of this Article IV where such qualification is reasonably apparent on its face. For purposes of this Agreement, "**Knowledge of the Sellers,**" "**knowledge of the Sellers**" and terminology to similar effect means the actual knowledge, after reasonable inquiry and investigation, of Jim Wiest.

SECTION 4.1 Representations Regarding the Sellers. The Sellers hereby represent and warrant to Buyer as follows:

(a) Organization and Qualification.

(i) Camco DCE Limited is a company duly organized and validly existing under the laws of Jersey.

(ii) Camco DCE, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(iii) Each of Camco DCE Limited and Camco DCE, Inc. (i) has all the requisite power and authority to own and operate its properties and carry on its business as currently conducted and (ii) is in good standing in the jurisdiction in which it is incorporated or otherwise organized.

(b) Authority; Compliance with Other Instruments. The execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents to which they are parties has been authorized by all necessary entity action on behalf of the Sellers and does not: (i) require any Consent or approval not already obtained from the members, managers, directors or shareholders of the Sellers or DCE, (ii) violate any provisions of the Sellers' or DCE's Organizational Documents or violate, conflict with or constitute a default under, require Consent under, or cause the acceleration of the maturity of any debt pursuant to any commitment or agreement to which either Seller or DCE is a party or by which it or its properties are bound, (iii) violate any statute or law or any Order, regulation or rule of court or Governmental Authority by which either Seller or DCE is bound, or (iv) result in the creation or imposition of any Encumbrance on any property of either Seller or DCE (other than a Permitted Encumbrance).

(c) Enforceability. This Agreement and the other Transaction Documents to which the Sellers are parties have been duly executed and delivered by the Sellers and constitute legal, valid and binding obligations of the Sellers, enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, liquidation, reorganization, moratorium and other laws of general application relating to or affecting the rights of creditors or by general principles of equity.

(d) Governmental Authorizations. No Consent, approval, action or filing with, or notice to, any Governmental Authority on the part of the Sellers is or was required in connection with the execution, delivery and performance by the Sellers of this Agreement (including the sale of the Membership Interests to Buyer) and the other Transaction Documents to which the Sellers are parties.

(e) Third-Party Consents. No Consent from any Person (other than a Governmental Authority) is or was required in connection with the execution, delivery and performance by the Sellers of this Agreement (including the sale of the Membership Interests to Buyer) and the other Transaction Documents to which the Sellers are parties.

(f) Ownership of the Membership Interests. Camco DCE Limited owns 99.999% of the Membership Interests, and Camco DCE, Inc. owns .001% of the Membership Interests, in each case free and clear of any Encumbrances. No Person other than the Sellers has any right or option to acquire any portion of the Membership Interests (except Buyer pursuant to this Agreement) or any other equity security of DCE. There are no outstanding securities, rights, warrants, options, or other instruments convertible into or exchangeable for any of the Membership Interests.

(g) Litigation and Claims. Except as set forth in Schedule 4.2(g), there is no litigation or administrative or regulatory Proceeding pending or, to the knowledge of the Sellers, threatened, in a writing delivered to either Seller or DCE or any of their Affiliates, in each case which would adversely affect the ability of the Sellers to consummate the transactions contemplated herein.

(h) Brokers or Finders. No agent, broker, investment or commercial banker, Person or firm acting on behalf of the Sellers or DCE or under the authority of any of the foregoing is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly in connection with any of the transactions contemplated herein

(i) Bankruptcy. Neither Seller has filed any voluntary petition in bankruptcy or been adjudicated bankrupt or insolvent, or filed any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any federal or state bankruptcy, insolvency or other debtor relief or similar law, or sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator of all or any substantial part of its properties. To the Sellers' knowledge, no court of competent jurisdiction has entered an Order approving a petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any federal or state bankruptcy act, or other debtor relief or similar law, and no other liquidator has been appointed for either of them, or of all or any substantial part of their properties. No Proceeding has been commenced or, to the Sellers' knowledge, threatened, seeking to adjudicate either Seller as bankrupt or seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief. Neither the signing of this Agreement nor the closing of the transactions subject hereto requires the approval of any trustee in bankruptcy or bankruptcy court with jurisdiction of any reorganization or any bankruptcy Proceeding affecting the Sellers or any Affiliate of the Sellers.

(j) Contracts of the Sellers. Schedule 4.1(j) lists all of the contracts entered into by either Seller with non-Affiliate parties relating to the ownership, finance, operation or maintenance of the Membership Interests or the McCommas Bluff Energy Project Assets, as applicable.

(k) Guaranties. There are no guaranties or other assurances of payment, collections or performance of either Seller directly related to the obligations of DCE.

(l) Books and Records. The Sellers have delivered or made available to Buyer all of the Books and Records and, to the knowledge of the Sellers, there are no material inaccuracies or material omissions in the Books and Records.

(m) Other Property. Other than an indirect interest in the Project through ownership of Membership Interests, neither Seller nor any Affiliate of either Seller owns or has an interest in any real property which is or may be necessary to the development, use or operation of the Project.

(n) Compliance With Covenants. Neither Seller has received any notice of noncompliance by either Seller or DCE or any of their Affiliates with any recorded covenants, conditions, restrictions, easements or similar matters affecting the Project.

(o) Landfill Gas Lease. The Sellers have provided to Buyer a true and correct copy of the Landfill Gas Lease (including any and all amendments, notices and assignments related thereto). The Landfill Gas Lease is in full force and effect in accordance with its terms, the Sellers have received no notice of default under the Landfill Gas Lease and, to the Sellers' Knowledge and except as disclosed in Schedule 4.2(d), (i) the City is not in default under the Landfill Gas Lease and (ii) no event has occurred which would constitute a default by the City under the Landfill Gas Lease but for the requirement that notice be given or time elapse or both.

The Landfill Gas Lease contains the entire agreement between the City and either the Sellers or DCE concerning the leasing of the Project, and the Landfill Gas Lease has not been amended or modified in any manner. No consent from the City under the Landfill Gas Lease is required for the Sellers to enter into this Agreement and perform its obligations hereunder.

SECTION 4.2 DCE Representations. The Sellers hereby represent and warrant to Buyer as follows:

(a) Organization. DCE is a limited liability company, duly formed, validly existing and in good standing under the laws of Delaware. DCE has full power and authority to own, or hold under the Landfill Gas Lease, and operate its properties and to conduct its business as such business is now being conducted and is in good standing in the State of Texas and all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where the failure to qualify would have a Material Adverse Effect.

(b) Bankruptcy. DCE has not filed any voluntary petition in bankruptcy or been adjudicated bankrupt or insolvent, or filed any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any federal or state bankruptcy, insolvency or other debtor relief or similar law, or sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator of all or any substantial part of its properties. No court of competent jurisdiction has entered an Order approving a petition filed against DCE seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any federal or state bankruptcy act, or other debtor relief or similar law, and no other liquidator has been appointed for DCE, or of all or any substantial part of any of its properties or assets. No Proceeding has been commenced or, to the

Sellers' Knowledge, threatened, seeking to adjudicate DCE as bankrupt or seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief.

(c) Financial Statements.

(i) Schedule 4.2(c) sets forth DCE's (x) unaudited balance sheet and income statement as at and for the one-month period ended December 31, 2007, and (y) unaudited balance sheet and income statement as at and for the six-month period ended June 30, 2008 (collectively, the "**Financial Statements**"). The Financial Statements are true, accurate and complete in all material respects, fairly present the financial condition of DCE as of the respective dates of and for the periods referred to in such Financial Statements (including any notes thereto) and were prepared in accordance with GAAP (provided that such Financial Statements do not include footnotes and in the case of (x) and (y), are subject to normal year-end adjustments).

(ii) Except as elsewhere set forth in this Agreement (including the Schedules delivered in connection herewith), the Financial Statements, or the Sellers' capital improvements budget for DCE (a true and correct copy of which has been provided to Buyer), or as incurred in the Ordinary Course of Business, since June 30, 2008, DCE has incurred no material debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable (and whether or not required to be reflected in the financial statements in accordance with GAAP).

(d) Contracts. Schedule 4.2(d) lists all of the Material Contracts, each of which is valid and in full force and effect. DCE is not in default, breach or violation in any material respect under any Material Contract, except as noted on Schedule 4.2(d). Neither DCE nor the Sellers have received any written notice of any default, breach or violation of any Material Contract, except as noted on Schedule 4.2(d). To the Sellers' Knowledge, no third party to any Material Contract is in default, breach or violation in any material respect thereunder, except as noted on Schedule 4.2(d). A true and correct copy of each Material Contract has been delivered to Buyer.

(e) Permits. Schedule 4.2(e) lists all of the Legal Entitlements that have been issued by a Governmental Authority to DCE in connection with the ownership, operation and maintenance of the McCommas Bluff Energy Project Assets. No other Legal Entitlement is necessary for DCE to own, operate and maintain the McCommas Bluff Energy Project Assets in compliance with all Applicable Law or to permit the Sellers to consummate the transactions contemplated hereunder, except, in each case, where the failure to do so would not result in a Material Adverse Effect. There are no violations, written notices of violation or fines or penalties payable under or with respect to any of the Legal Entitlements, except as set forth on Schedule 4.2(o), and to the Sellers' Knowledge, DCE is not in material noncompliance with any of the permits listed on Schedule 4.2(e).

(f) Compliance with Laws. The affairs of DCE and the ownership, operation and maintenance of the McCommas Bluff Energy Project Assets have been and currently are being conducted in material compliance with all Applicable Laws, and to the Sellers' Knowledge, neither DCE nor any other Affiliate of the Sellers has received any written notice from any Governmental Authority to the effect that any McCommas Bluff Energy Project Assets or DCE is not in compliance with such Applicable Laws.

(g) Litigation and Claims. Schedule 4.2(g) lists each pending or, to the Knowledge of the Sellers, threatened Proceeding or Order against DCE or any of its managers, officers or employees in their capacity as such, or any property or asset of DCE. There is no investigation pending or, to the Knowledge of the Sellers, threatened against DCE before any Governmental Authority. No Proceeding or investigation by a Governmental Authority has ever been commenced by or has ever been pending against DCE or any of its managers, officers or employees in their capacity as such, or, since November 30, 2007, any property or asset of DCE. DCE has no plans to initiate any Proceeding.

(h) Tax Matters. The Sellers represent that: (i) DCE has timely (taking into account any extensions) filed or caused to be timely (taking into account any extensions) filed all material Tax Returns which are required to be filed by, or with respect to, DCE for taxable periods or portions thereof ending on or prior to the Closing Date and all material Taxes shown as due and owing on any such Tax Returns have been paid; (ii) the Tax Returns referred to in Section 4.2(h)(i) disclose all Taxes required to be paid for the periods covered thereby and do not contain a disclosure statement under Section 6662 of the Internal Revenue Code or any predecessor provision or comparable provision of state, local or foreign Tax Law, (iii) DCE has made adequate provision, as determined in accordance with GAAP, in the Financial Statements for all Taxes not yet due and payable; (iv) other than with respect to Taxes which are not delinquent, there are no Encumbrances for any Taxes that are presently due but unpaid upon any

property of DCE; (v) there are no audits, claims, assessable levies, administrative Proceedings, or lawsuits pending or, to the Knowledge of the Sellers, threatened against DCE with respect to Taxes; (vi) DCE has not extended or waived the application of any statute of limitations of any jurisdiction or agreed to the extension of time regarding the assessment or collection of any Tax; (vii) no power of attorney with respect to Taxes imposed on or incurred by DCE has been granted by DCE which is currently in force; (viii) DCE has not received a Tax ruling or entered into a closing agreement with any taxing authority that could reasonably be expected to have a continuing effect after the Closing Date; and (ix) except with respect to the limited liability company agreement of DCE, DCE is not a party to or bound by any Tax indemnity, Tax sharing or Tax allocation agreement.

(i) Employees. DCE has no employees and has never had any employees.

(j) Title to Personal Property. Except for Permitted Encumbrances, DCE owns the Personal Property free and clear of any Encumbrances.

(k) No Prior Conveyance. No rights or interests in or to any of the McCommas Bluff Energy Project Assets or any of the Membership Interests have been conveyed by either Seller or DCE, as applicable, to any Person (other than to Buyer pursuant to this Agreement or as reflected on Schedule 4.2(k)). No mortgage, security agreement, financing statement or other instrument of recordation related to any Encumbrance covering or affecting all or any of the McCommas Bluff Energy Project Assets or DCE, which has not been terminated or released, is on file in any recording office.

(l) Absence of Certain Changes or Events.

(i) Since June 30, 2008, there has not been any event or occurrence which had a Material Adverse Effect.

(ii) Except as specified on Schedule 4.2(l), since June 30, 2008 DCE has not (except as otherwise contemplated by this Agreement or the Sellers' capital improvements budget for DCE (a true and correct copy of which has been provided to Buyer), or reflected in the Financial Statements):

(A) incurred any liability, including any liability for or in respect of borrowed money, except current liabilities incurred, and liabilities under contracts entered into, in the Ordinary Course of Business;

(B) purchased any shares of capital stock or other equity securities of any party;

(C) mortgaged, pledged or subjected to any material claim (other than by operation of law) any portion of its assets, tangible or intangible, other than Encumbrances described in any Schedule hereto;

(D) acquired or sold, assigned, transferred or otherwise disposed of any amount of tangible assets, except in each case for non-material tangible assets in the Ordinary Course of Business;

(E) sold, assigned, licensed, sublicensed or transferred any item or items of intellectual property owned by DCE;

(F) made any single Capital Expenditure or commitment therefor in excess of $10,000;

(G) decreased in any material respect any expenditures made with respect to the maintenance and repairs of the Processing Facility;

(H) entered into any joint venture or similar ownership arrangement;

(I) suffered any material casualty, loss, damage or destruction not covered by insurance;

(J) failed to pay payables when due or accelerated any receivables;

(K) amended, modified or terminated any Material Contract, except for any such Material Contract that terminated in accordance with its terms;

(L) experienced any damage to or destruction or loss of any asset or property, whether or not covered by insurance, materially and adversely affecting the properties, assets, business, financial condition or prospects of DCE;

(M) incurred any Indebtedness;

(N) issued any Membership Interests or other equity securities of DCE or any rights, options or warrants to purchase the same;

(O) materially changed its accounting methods, principles or practices;

(P) distributed to, or on behalf of, the Sellers any of DCE's assets, including cash or accounts receivable, or paid any Indebtedness of DCE to the Sellers or any of the Sellers' Affiliates; or

(Q) agreed to take any of the foregoing actions.

(m) Absence of Loans by Seller and Affiliates to DCE at Closing Date. All Indebtedness of DCE to the Sellers and their Affiliates was paid or forgiven in full prior to the Closing Date.

(n) Sufficiency of Assets; Business of DCE.

(i) Schedule 4.2(n) sets forth all of the assets of importance that currently constitute or are incorporated into the business of DCE and are used by DCE in the Ordinary Course of Business. For purposes hereof, "assets of importance" includes those assets having a dollar value of $10,000 or greater.

(ii) DCE (A) has not engaged in any business other than the ownership, operation, management, development and construction of the Processing Facility and activities which are ancillary thereto or in furtherance thereof and (B) does not control, directly or indirectly, or own any equity interest in any other company or other business association.

(iii) The assets of importance constitute all the assets, properties and rights necessary to conduct the business of DCE as currently conducted by DCE.

(o) Environmental Matters. Except as disclosed in Schedule 4.2(o):

(i) DCE and the McCommas Bluff Energy Property Assets are, and have at all times since November 30, 2007 been, in compliance with all applicable Environmental Laws.

(ii) There are no material existing, pending or, to the Knowledge of the Sellers, threatened actions, suits, claims, investigations, inquiries or Proceedings by or before any court or any other Governmental Authority directed against DCE or the McCommas Bluff Energy Property Assets that pertain or relate to (a) any remedial obligations under any applicable Environmental Law, (b) violations by DCE or the McCommas Bluff Energy Property Assets of any Environmental Law, (c) personal injury or property damage claims relating to a Release of Hazardous Materials, or (d) response, removal, or remedial costs under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or any similar state law.

(iii) All material licenses, permits, consents, or other approvals required under Environmental Laws that are necessary to the operations of DCE and the McCommas Bluff Energy Property Assets have been obtained, and the operations of DCE and the McCommas Bluff Energy Property Assets are, and since November 30, 2007, have been in material compliance with such permits, licenses, consents, or approvals.

(iv) To the Knowledge of the Sellers, DCE has not disposed or Released any Hazardous Materials on, at, or under the Site.

(v) The Sellers are not currently operating or required to be operating DCE or the McCommas Bluff Energy Property Assets under any material compliance order, schedule, decree or agreement, any consent decree, order or agreement, or corrective action decree, order or agreement issued or entered into under any Environmental Law.

The representations of the Sellers in this Section 4.2(o) shall be the sole and exclusive representations and warranties of the Sellers in this Agreement with respect to environmental matters.

(p) Limited Liability Company Records. The Books and Records include accurate and complete in all material respects records of all meetings of, and entity action taken by, the members, managers, and committees of the members or managers of DCE, and no meeting of any such members, managers, or committee has been held for which minutes have not been prepared and are not included in the Books and Records.

(q) Insurance. Schedule 4.2(q) list all contracts of insurance of DCE in force on the Closing Date (including name of insurer, agent, annual premium, coverage, deductible amounts, and expiration date). All premiums and other payments due from DCE that were invoiced on or before the Closing Date with respect to any such contracts of insurance have been paid and, to the Knowledge of the Sellers, there has not been and does not exist any fact, act, or failure to act that has caused or might cause any such contract to be canceled or terminated. DCE will not be liable for retroactive premiums or similar payments under any contracts of insurance. To the Sellers' Knowledge, all claims for insured losses have been timely presented.

(r) Rezoning; Condemnation. To the Sellers' Knowledge, and except as set forth herein or in the Schedules, the Sellers have received no written notice of any pending rezoning or condemnation Proceedings affecting the Site or any portion thereof.

(s) Accounts Receivable. All accounts receivable shown on the most recent Financial Statements, or that have arisen since then, have arisen and shall have arisen, as applicable, only from bona fide transactions in the Ordinary Course of Business.

(t) Bankruptcy Acquisition.

(i) Schedule 4.2(t) lists the documents provided to Buyer by the Sellers as representing substantially all of the actions taken by the Bankruptcy Court in the Bankruptcy Case to authorize the transfer of title to the McCommas Bluff Energy Project Assets from the bankruptcy estate in such case to DCE pursuant to the Joint Asset Purchase Agreement, including (1) the Motion to Approve Bid Procedures, Break-Up Fee, Auction for the Sale of Substantially All of the Debtors' Assets, and Related Notice, filed by William Snyder, the Chapter 11 Trustee of McCommas LFG Processing Partners LP and McCommas Landfill Partners LP (the "**Sale Motion**"), and (2) the Order Confirming First Amended Joint Plan of Liquidation, as modified, for McCommas LFG Processing Partners, LP and McCommas Landfill Partners, LP proposed by the Chapter 11 trustee (the **"Confirmation Order"**).

(ii) To the Knowledge of the Sellers, the Confirmation Order is not subject to any pending appeal and remains in full force and effect.

(iii) To the Knowledge of the Sellers, the sale of the McCommas Bluff Energy Project Assets to DCE pursuant to the Joint Asset Purchase Agreement and the Confirmation Order has been fully consummated without default, modification, revision, revocation, change or challenge.

(iv) Pursuant to the terms of the Confirmation Order and the Joint Asset Purchase Agreement, DCE acquired the McCommas Bluff Energy Project Assets free and clear of all Encumbrances (other than Assumed Liabilities, as defined in the Joint Asset Purchase Agreement).

(v) To the Knowledge of the Sellers, since the closing of the sale under the Joint Asset Purchase Agreement, no creditor or other party in interest in the Bankruptcy Case has asserted a claim or liability against the Sellers related to the asset transfer under such agreement.

(vi) To the Knowledge of the Sellers, no approval is required by the Bankruptcy Court with respect to the sale of the McCommas Bluff Energy Project Assets to Buyer under this Agreement.

(u) Related Party Transactions. Other than as set forth in the Financial Statements, DCE has no financial transactions or arrangements, and has no obligation to enter into any transaction or arrangement with any Related Party. For purposes hereof, "Related Party" means (i) the Sellers and any Affiliate of the Sellers (other than DCE); and (ii) any corporate officer, director or manager of DCE, the Sellers or any Affiliate of the Sellers.

(v) Intellectual Property. To the Sellers' Knowledge, DCE has full title and ownership of, or is duly licensed under or otherwise authorized to use, all patents, patent applications, trademarks, service marks, trade names, copyrights, trade secrets and other similar proprietary rights ("**Proprietary**

Assets") necessary to enable it to carry on its business as now conducted, without any conflict with or infringement upon the rights of others. DCE has not received any written communications alleging that DCE (or any of its managers, members or consultants while acting on behalf of DCE) has violated or infringed or, by conducting DCE's business as currently conducted, would violate or infringe, any Proprietary Asset of any person or entity.

(w) Full Disclosure. To the Sellers' Knowledge, no representation or warranty of the Sellers contained anywhere in this Agreement or certificate contemplated hereby contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the context in which made, not false or misleading.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Sellers as follows:

SECTION 5.1 Organization and Qualification. Buyer is an entity duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer (a) has all requisite entity power and authority to own and operate its properties and carry on its business as currently conducted and (b) is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to qualify would have a material adverse effect on Buyer's business, assets, liabilities (contingent or otherwise), results of operations or financial condition.

SECTION 5.2 Authority. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party have been authorized by all necessary entity action, and do not: (A) conflict with or violate any provisions of Buyer's Organizational Documents or violate, conflict with or constitute a default under, or cause the acceleration of the maturity of any debt or obligation pursuant to any material commitment or agreement to which Buyer is a party or by which it or its properties are bound (except for any such defaults, consents or rights of termination, cancellation or acceleration as to which requisite waivers or consents have been obtained) or (b) violate any statute or law or any Order, regulation

or rule of court or Governmental Authority by which Buyer, or any of the assets owned or used by Buyer, is bound.

SECTION 5.3 Enforceability. This Agreement and the other Transaction Documents to which Buyer is a party have been duly executed and delivered by Buyer and will constitute legal, valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, liquidation, reorganization, moratorium and other laws of general application relating to or affecting the rights of creditors or by general principles of equity.

SECTION 5.4 No Litigation. There is no litigation or administrative or regulatory Proceeding pending or, to the knowledge of Buyer, threatened in a writing delivered to Buyer, which would adversely affect Buyer's ability to consummate the transactions contemplated herein.

SECTION 5.5 Consents. No Consent is required in connection with the execution, delivery or performance by Buyer of this Agreement or the other Transaction Documents to which Buyer is a party.

SECTION 5.6 Brokers or Finders. No agent, broker, investment or commercial banker, person or firm acting on behalf of any Purchasing Party or under the authority of any of the foregoing is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly in connection with any of the transactions contemplated herein.

SECTION 5.7 Investment Representations.

(a) Buyer is not, and following the purchase of the Membership Interests hereunder, will not be an investment company or a company controlled by an investment company within the meaning of the Investment Company Act of 1940;

(b) Buyer, through its members, (i) is an "accredited investor," as that term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), (ii) is an investor experienced in the evaluation of energy production businesses similar to DCE and the McCommas Bluff Energy Project Assets, (iii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this specific investment, and (iv) has the ability to bear the economic risks of this specific investment;

(c) Buyer understands and agrees that the Membership Interests have not been registered under the securities law of any jurisdiction, including any state, territory or federal securities laws of the United States of America, and that the Membership Interests may not be resold unless permitted under applicable exemptions contained in such securities laws or upon satisfaction of the registration or qualification requirements of such securities laws, and therefore cannot be sold unless they are subsequently registered or exemptions from registration or qualification are available; and

(d) Buyer is acquiring the Membership Interests for investment for its own account and not with a view to, or for sale in connection with, any distribution or resale of the Membership Interests or any part thereof.

ARTICLE VI

COVENANTS

SECTION 6.1 Expenses. Except as otherwise expressly set forth herein, all costs and expenses incurred in connection with the negotiation, execution and performance of this Agreement shall be paid by the Party incurring such costs and expenses.

SECTION 6.2 Press Releases. No press releases, announcements or other disclosure related to this Agreement or the transactions contemplated herein will be issued or made without the joint approval of one of the Sellers and Buyer, except for any public disclosure which is required by Applicable Law or the rules of applicable securities exchanges (in which case the disclosing Party will consult with the other Party prior to making such disclosure); *provided, however*, that nothing set forth above shall in any way prevent any Party from making releases, announcements, or other disclosures about the operation of its respective business after the Closing. The Parties acknowledge that Affiliates of the Sellers and of Buyer are public companies that are likely to be required to disclose the signing and delivery by the Parties of this Agreement, and any such disclosure, notwithstanding anything in this Agreement to the contrary, is permitted. Without limiting the foregoing, Clean Energy or its parent company will publicly announce entering into this Agreement within four business days after the Closing Date. The Sellers shall be afforded the right to review and reasonably comment on any such announcement.

SECTION 6.3 Accounting Policies. If requested by Buyer, the Sellers shall provide explanations to Buyer concerning the accounting principles, policies and methods used by DCE historically in connection with the calculation of items reflected on the Financial Statements.

SECTION 6.4 Carbon Asset Development Agreement. During the 90-day period following the Closing Date, Buyer and Camco Ltd. (or an Affiliate) shall use their reasonable commercial efforts to negotiate the terms of a Carbon Asset Development Agreement between DCE and Camco Ltd. (or an Affiliate) that shall be on customary arms-length terms among companies in this business, pursuant to which Camco Ltd. (or an Affiliate) will qualify, value and market VERs, and shall be paid for such services in an amount equal to 20% of the revenues that may be received by DCE from the sale of VERs (the "**Carbon Asset Development Agreement**").

SECTION 6.5 Enforcement of Rights in Bankruptcy Case. The Selling Parties will, at their sole cost and expense, use commercially reasonable efforts to enforce in Bankruptcy Court DCE's title to the McCommas Bluff Energy Project Assets.

SECTION 6.6 Transfer of Responsible Person. To the extent legally possible, the Selling Parties shall take all necessary steps to cooperate with Buyer to transfer the "responsible person" under the Legal Entitlements specified on Schedule 4.2(e), as applicable, to a Person designated by Buyer; provided, however, that nothing in this Section 6.6 shall be deemed to require any Selling Party to make any expenditures, including transfer fees, but excluding attorneys' fees, in excess of $5,000.

ARTICLE VII

TAX MATTERS

SECTION 7.1 Transfer Taxes. The Selling Parties shall pay one-half, and Buyer shall pay one-half, of any Transfer Taxes that arise from the transactions contemplated by this Agreement to the extent any such Transfer Taxes are imposed on a Party.

SECTION 7.2 Indemnification.

(a) The Selling Parties, jointly and severally, shall pay, indemnify Buyer and its members and hold Buyer and its members harmless from and against (i) any liability for Taxes (other than Taxes that are shown as a liability on the Adjustment Statement and included in the calculation of Net Working Capital) of DCE for all taxable periods (or portions thereof) ending on or before the Closing Date (the "**Pre-Closing Tax Period**"), (ii) any liability of DCE for any Tax (including any Texas franchise margin tax) imposed on or with respect to any Seller or any Affiliate of a Seller other than DCE (liabilities described in the immediately preceding clauses (i) and (ii), collectively, "**Indemnifiable Taxes**"), and (iii) any liability for Taxes and any other liability, loss, cost or expense (including attorneys, experts witnesses' and other professional fees and charges) attributable to (A) Indemnifiable Taxes or any claim therefor or (B) a breach by Seller of its representations, warranties and covenants under this Agreement.

(b) Buyer shall indemnify the Sellers and hold them harmless from and against (i) any liability for Taxes of DCE other than Indemnifiable Taxes; and (ii) any liability for Taxes and any other liability, loss, cost or expense (including attorneys, expert witnesses and other professional fees and charges) attributable to (A) Taxes of DCE other than Indemnificable Taxes or any claim therefor or (B) a breach by a Buyer of its representations, warranties and covenants under this Agreement.

(c) The Parties agree that any payments made pursuant to the indemnification provisions of this Article VII are intended to be deemed to be an adjustment to the Purchase Price.

SECTION 7.3 Procedures Relating to Tax Indemnification.

(a) If a claim for Taxes, including notice of a pending or threatened audit or adjustment, shall be made by any taxing authority in writing (a "**Tax Claim**"), that, if successful, could result in an indemnity payment pursuant to Section 7.2, the Party seeking indemnification (the "**Tax Indemnified Party**") shall notify the Party it believes is responsible for such indemnity payment (a "**Tax Indemnifying Party**") of the Tax Claim in writing and in reasonably sufficient detail to apprise the Tax Indemnifying Party of the nature of the Tax Claim within 30 days of receipt of such Tax Claim. If written notice of a Tax Claim is not given to the Tax Indemnifying Party within such 30-day period, the Tax Indemnifying Party shall not be liable to the Tax Indemnified Party to the extent that the Tax Indemnifying Party's position is prejudiced as a result thereof (whether due to an adverse effect on its ability to contest the Tax Claim or otherwise).

(b) With respect to any Tax Claim that could result in an indemnity payment pursuant to Section 7.2, the Tax Indemnifying Party shall have 45 days after receipt of written notice to elect to undertake, conduct and control all Proceedings (including with the consent of the Tax Indemnified Party any settlement thereof) taken in connection with such Tax Claim (through counsel of its own choosing and at its own expense) and, without limiting the foregoing, may in its sole discretion and at its sole expense (but without prejudice to any right of the Tax Indemnified Party to do so) pursue or forego any and all administrative appeals, Proceedings, hearings and conferences with any taxing authority with respect thereto, and may, in its sole discretion, either pay the Tax Claim and sue for a refund where Applicable Law permits such refund suits or contest such Tax Claim in any permissible manner. If within 45 days after

the receipt of the Tax Indemnified Party's written notice of a claim of indemnity hereunder, the Tax Indemnifying Party does not notify the Tax Indemnified Party that it elects (at the Tax Indemnifying Party's cost and expense) to undertake the defense thereof, the Tax Indemnified Party shall have the right, subject to Section 7.3(c) below, to contest, settle or compromise (at the Tax Indemnified Party's cost and expense) such claim and the Tax Indemnified Party's actions shall not thereby waive any right of the Tax Indemnified Party to obtain indemnity for such claim (if available) under this Article VII.

(c) In no event shall the Tax Indemnified Party, any of its Affiliates or any successor to any of them, settle or otherwise compromise any Tax Claim that would result in an indemnity payment hereunder by the Tax Indemnifying Party without the Tax Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, denied or conditioned. In the event the Tax Indemnifying Party has not provided a written response to the Tax Indemnified Party within 30 days after receipt of the request to provide its written consent, the Tax Indemnified Party shall have the sole and exclusive right to settle or otherwise compromise the Tax Claim. In the event the Tax Indemnifying Party responds within such 30-day period and states that it does not consent, the Tax Indemnifying Party shall have the obligation to undertake, conduct and control (at its own expense) all further Proceedings with respect to such Tax Claim.

SECTION 7.4 Tax Proceedings. Each of Buyer and the Sellers shall provide notification in writing to the other of any and all Proceedings or meetings (both formal and informal, and including telephonic and other electronic conferences) with any Tax authority at least five Business Days prior to such Proceeding or meeting, but only if such meeting or Proceeding relates to a potential indemnification of a Tax Claim pursuant to this Article VII. Each of Buyer and the Sellers shall permit the other and their representatives, officers, attorneys and agents to be present and fully participate in such Proceedings or meeting. Each of Buyer and the Sellers also shall assist and act with the other in respect of any such Proceedings or meeting so as to preserve the benefits bargained for by Buyer and the Sellers hereunder.

SECTION 7.5 Return Filings, Refunds and Credits.

(a) Sellers at their sole cost and expense shall prepare, or cause to be prepared, and file, or cause to be filed, on a timely basis all Tax Returns with respect to DCE for taxable periods ending on or prior to the Closing Date, and shall pay the Taxes (if any) attributable to such periods, all of which shall be subject to permitted extensions by the applicable taxing authorities.

(b) Any ad valorem, use, real property, personal property and other similar Tax arising from or relating to any asset or property of DCE that becomes due and payable after the Closing Date and relates to a taxable period (or portion thereof) beginning on or before the Closing Date shall be allocated as follows: the amount of such Tax shall be multiplied by a fraction, the numerator of which is the total number of days in the applicable taxable period up to and including the Closing Date, and the denominator of which is the total number of days in the applicable taxable period and shall be allocated to the Pre-Closing Tax Period portion of such applicable taxable period and the balance of such Tax shall be allocated to the portion of such taxable period beginning after the Closing Date. With respect to a taxable period that begins on or before and ends after the Closing Date, the portion of Taxes based on gross or net income or gross receipts, including Texas franchise margin tax imposed on DCE, allocated to the Pre-Closing Tax Period and to the portion of the taxable period beginning after the Closing Date, shall be determined by assuming that the taxable period ended at the close of business on the Closing Date.

(c) The Sellers and Buyer shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing all Tax Returns (including claims for refund), including maintaining and making available to each other all records necessary in connection with Taxes and in resolving all disputes and audits with respect to all taxable periods relating to Taxes. Buyer recognizes that the Sellers and their Affiliates will need access, from time to time, after the Closing Date, to certain accounting and Tax records and information held by DCE to the extent such records and information pertain to events occurring prior to the Closing Date; therefore, from and after the Closing Date, Buyer shall, and shall cause DCE to (i) retain and maintain such records for six years following the Closing Date and (ii) allow the Sellers and their agents and representatives (and agents and representatives of any of its Affiliates), to inspect, review and make copies of such records, each at its own expense, as the Sellers may deem necessary or appropriate from time to time. The Sellers recognize that Buyer and its Affiliates will need access, from time to time, after the Closing Date, to certain accounting and Tax records and information held by the Sellers to the extent such records and information pertain to events occurring prior to such Closing Date; therefore, from and after the Closing Date, the Sellers shall (i) retain and maintain such records for six years following the Closing Date and (ii) allow Buyer and its agents and representatives (and agents and representatives of any of their Affiliates) to inspect, review and make copies of such records, each at its own expense, as Buyer may deem necessary or appropriate from time to time.

(d) Any refunds or credits of Taxes of DCE plus any interest received with respect thereto from the applicable taxing authority for any taxable period or portion thereof ending on or before the Closing Date (including refunds or credits arising by reason of amended Tax

Returns attributable to taxable periods or portions thereof ending on or before the Closing Date but filed after the Closing Date) shall be for the account of the Sellers and, if and when received by Buyer, shall be paid by Buyer as soon as practicable after Buyer, DCE or any of their respective Affiliates or successors receives such refund or after the relevant Tax Return is filed in which the credit is applied against Buyer's, DCE's or any of their Affiliates' or any of their successors' liability for Taxes. Any refunds or credits of Taxes of DCE actually received or applied by the Sellers, plus any interest actually received by the Sellers with respect thereto from the applicable taxing authority for any taxable period beginning after the Closing Date, shall be for the account of Buyer.

SECTION 7.6 Tax Treatment. In accordance with Situation 2 of Rev. Rul. 99-6, 1999-1 C.B. 432, the Parties hereby agree to treat the transactions contemplated by this Agreement for federal income Tax purposes (and for all applicable foreign, state and local Tax purposes) in the following manner: (a) with respect to the Sellers, as if the Sellers sold their respective Membership Interests to Buyer, and (b) with respect to Buyer, as if DCE distributed all of its assets to the Sellers in liquidation of their respective Membership Interests, immediately followed by the purchase by Buyer of all of the distributed assets from the Sellers. Nonetheless, as a protective matter, on the final federal income tax return for DCE that Sellers will cause to be filed by DCE for the period ending on the Closing Date in accordance with Section 7.5(a), Sellers shall cause DCE to make an election under Section 754 of the Code.

SECTION 7.7 Survival and Relationship to Article VIII. All representations, warranties and covenants of this Agreement that may result in a claim for indemnification under this Article VII shall survive until 30 days after expiration of the last statute of limitations under applicable Tax or other Applicable Law. This Article VII shall control over Article VIII with respect to matters that may be the subject of indemnification under this Article VII, to

the extent the provisions of this Article VII are inconsistent with the provisions of Article VIII. No provision of Article VIII shall diminish or limit any right to indemnification under this Article VII.

ARTICLE VIII

INDEMNIFICATION

SECTION 8.1 Survival. Subject to the limitations set forth herein, the representations and warranties made by the Parties in this Agreement shall survive the Closing Date for a period of 12 months following the Closing Date (the "**Survival Expiration Date**") and thereafter shall be of no further force and effect; *provided*, *however*, that: (a) the representations and warranties set forth in Sections 4.1(a), 4.1(b), 4.1(f), 4.1(h), 4.2(a), 4.2(j), 5.1, 5.2 and 5.6 shall have no "Survival Expiration Date"; (b) "the Survival Expiration Date" for the representations and warranties set forth in Sections 4.2(h) shall be deemed to be 30 days after the date of expiration of the applicable statute of limitations; and (c) "the Survival Expiration Date" for the representations and warranties set forth in Sections 4.2(o) shall survive the Closing Date for a period of 24 months; *provided, further, however,* that, if at any time before the Survival Expiration Date of a representation or warranty, any Buyer's Indemnitee (acting in good faith) delivers to the Selling Parties, or if any Sellers' Indemnitee (acting in good faith) delivers to the Purchasing Parties, an Indemnification Demand based on an inaccuracy in or a breach of such

representation or warranty made by the Sellers or Buyer, as the case may be, then such claim asserted in the Indemnification Demand will survive the applicable Survival Expiration Date until such time as the claim is fully and finally resolved. The agreements, covenants and other obligations of the parties hereto shall survive the Closing Date in accordance with their respective terms.

SECTION 8.2 Indemnification.

(a) Except as provided in Sections 7.2 and 7.3 with respect to Taxes (which shall not be subject to this Article VIII), the Purchasing Parties shall jointly and severally indemnify, defend and hold harmless the Sellers and their Representatives (each, a "**Sellers' Indemnitee**") from and against any and all claims, demands, suits, losses, liabilities, penalties, damages, obligations, payments, costs and expenses (including the costs and expenses of any and all actions, suits, Proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) (each, a "**Loss**" and collectively, "**Losses**") asserted against or suffered by any Sellers' Indemnitee relating to, resulting from or arising out of any breach by Buyer of any representation, warranty, covenant or agreement of Buyer contained in this Agreement; provided, however, that, for sake of clarity, Clean Energy shall not be liable to any Sellers' Indemnitee under this Article VIII or otherwise for any breach by Cambrian or any Affiliate of Cambrian of any representation, warranty, covenant or agreement contained in the Cambrian Release or the Cambrian Representations Agreement.

(b) Except as provided in Sections 7.2 and 7.3 with respect to Taxes (which shall not be subject to this Article VIII), the Selling Parties shall, jointly and severally, indemnify, defend and hold harmless Buyer and its Representatives (each, a "**Buyer's Indemnitee**") from and any and against all Losses asserted against or suffered by any Buyer's Indemnitee relating to, resulting from or arising out of any breach by any Selling Party of any representation, warranty, covenant or agreement of any Selling Party contained in this Agreement or in the certificate delivered by the Sellers pursuant to Section 3.2(g). Additionally, the Selling Parties shall, jointly and severally, indemnify, defend and hold harmless Buyer's Indemnitees from and against all Losses asserted against or suffered by any Buyer's Indemnitee relating to, resulting from or arising out of the facts disclosed in paragraph 2 of Schedule 4.2(g) (the "**Special Indemnity**"). Notwithstanding anything to the contrary contained in this Agreement, the Special Indemnities shall have no Survival Expiration Date. Sellers' Indemnitees and Buyer's Indemnitees are generally referred to herein as "**Indemnitees**."

(c) Except as otherwise required under Applicable Law, all indemnification payments made pursuant to this Article VIII will be treated as an adjustment to the Purchase Price.

(d) Except to the extent otherwise provided in Sections 7.2 and 7.3 with respect to Taxes, in Section 10.9 with respect to specific performance, and in this Article VIII, the rights and remedies of the Parties under this Section 8.2 are exclusive and in lieu of any and all other rights and remedies which the Parties may have under this Agreement.

(e) Notwithstanding any provisions in this Agreement to the contrary, each Party retains its remedies at law or in equity with respect to willful, knowing or intentional misrepresentations or breaches of this Agreement.

(f) An Indemnitee shall use commercially reasonable efforts to mitigate all Losses, including availing itself of any defenses, limitations, rights of contribution, claims against third Persons and other rights at law or equity.

(g) The amount of Losses subject to any claim for indemnity under this Article VIII shall be determined without giving effect to any materiality or Material Adverse Effect qualifications contained herein.

(h) Notwithstanding anything to the contrary contained in this Agreement (other than Section 8.2(e)), no amounts of indemnity shall be payable under Section 8.2(a) in respect of Losses:

(i) to the extent such Losses exceed $2,200,000 in the aggregate (the "**Liability Cap**");

(ii) in the event the aggregate amount of Losses do not exceed $180,000 (the "**Liability Threshold**"), provided that at such time as the aggregate of all such Losses exceeds the Liability Threshold, Sellers' Indemnitee shall be entitled to recover the full amount of Losses from the first dollar of Losses; and

(iii) the amount of any Loss shall be reduced to the extent and by the amount that it arises from or was caused by the willful misconduct of a Sellers' Indemnitee.

provided, however, that the limitations contained in this Section 8.2(h) shall not apply to Losses arising from a breach of the representations and warranties contained in Sections 5.1 or 5.2, provided that no amounts of indemnity shall be payable under Section 8.2(a) in respect of a Loss to the extent that the aggregate amount of payments by the Buyer under Section 8.2(a) would exceed the Purchase Price, as adjusted by the Adjustment Amount, if any, at the time any Sellers' Indemnitee seeks to enforce its indemnification rights under Section 8.2(a).

(i) Notwithstanding anything to the contrary contained in this Agreement (other than Section 8.2(e)), no amounts of indemnity shall be payable under Section 8.2(b) in respect of Losses:

(i) to the extent such Losses exceed the Liability Cap;

(ii) in the event the aggregate amount of Losses do not exceed the Liability Threshold, provided that at such time as the aggregate of all such Losses exceeds the Liability Threshold, Buyer's Indemnitee shall be entitled to recover the full amount of Losses from the first dollar of Losses; and

(iii) the amount of any Loss shall be reduced to the extent and by the amount that it arises from or was caused by the willful misconduct of a Buyer's Indemnitee.

provided, however, that the limitations contained in this Section 8.2(i) shall not apply to (i) Losses arising from a breach of the representations and warranties contained in Sections 4.1(a), 4.1(b), 4.1(f), 4.1(h), and Sections 4.2(a) and (j), or (ii) the Special Indemnity, provided that no amounts of indemnity shall be payable under Section 8.2(b) in respect of a Loss to the extent that the aggregate amount of payments by the Seller under Section 8.2(b) would exceed the Purchase Price, as adjusted by the Adjustment Amount, if any, at the time any Buyer's Indemnitee seeks to enforce its indemnification rights under Section 8.2(b).

SECTION 8.3 Third Party Claims.

(a) If any claim or demand in respect of which an Indemnitee might seek indemnity under Section 8.2 is asserted against or sought to be collected from such Indemnitee by a Person other than a Selling Party, any Affiliate of a Selling Party, a Purchasing Party or any Affiliate of a Purchasing Party (a "**Third Party Claim**"), the Indemnitee shall deliver a Claim Notice with reasonable promptness to the Person(s) from whom indemnity is sought (the "**Indemnifying Party**"). The Indemnifying Party will notify the Indemnitee as soon as practicable whether the Indemnifying Party disputes its liability to the Indemnitee under Section 8.2 and whether the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnitee against such Third Party Claim.

(b) If the Indemnifying Party notifies the Indemnitee that the Indemnifying Party desires to defend the Indemnitee with respect to the Third Party Claim pursuant to this Section 8.3, then the Indemnifying Party will have the right to defend, at the sole cost and expense of the Indemnifying Party, such Third Party Claim by all appropriate Proceedings, prosecuted by the Indemnifying Party to a final conclusion or settled at the discretion of the Indemnifying Party (but only with the consent of the Indemnitee, which consent will not be unreasonably withheld or delayed); *provided, however*, that the Indemnitee shall not have the right to assume the defense of the Third Party Claim if (i) any such claim seeks, in addition to or in lieu of monetary losses, any injunctive or other equitable relief, (ii) the amount of the Losses that may result from such Third Party Claim exceed the Indemnitee's indemnification obligation hereunder, (iii) settlement of, or an adverse judgment with respect to, the Third Party Claim may establish (in the good faith judgment of the Indemnitee) a precedential custom or practice adverse to the business interests of the Indemnitee or (iv) the Third Party Claim seeks criminal sanctions against the Indemnitee. The Indemnifying Party, subject to the Indemnitee's approval of counsel, such consent not to be unreasonably withheld, will have full control of such defense and Proceedings, including (except as provided in the immediately preceding sentence) any settlement thereof; *provided, however*, that the Indemnitee may, at the sole cost and expense of the Indemnitee, at any time prior to the Indemnifying Party's delivery of the notice referred to in the first sentence of this clause 8.3(b), file any motion, answer or other pleadings or take any other action that the Indemnitee reasonably believes to be necessary or appropriate to protect its interests and is not prejudicial to the Indemnifying Party (it being understood and agreed that, except as provided in clause 8.3(c) below, if an Indemnitee takes any such action that is prejudicial and causes a final adjudication that is adverse to the Indemnifying Party, the Indemnifying Party will be relieved of its obligations hereunder with respect to the portion of such Third Party Claim prejudiced by the Indemnitee's action); and provided further, that if requested by the Indemnifying Party, the Indemnitee will, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its counsel in contesting any

Third Party Claim that the Indemnifying Party elects to contest, or, if appropriate and related to the Third Party Claim in question, in making any counterclaim against the Person asserting the Third Party Claim, or any cross-complaint against any Person (other than the Indemnitee or any of its Affiliates). The Indemnitee may retain separate counsel to represent it in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this clause 8.3(b), and the Indemnitee will bear its own costs and expenses with respect to such separate counsel except as provided in the preceding sentence and except that the Indemnifying Party will pay the costs and expenses of such separate counsel if (x) in the Indemnitee's good faith judgment, it is advisable, based on advice of counsel, for the Indemnitee to be represented by separate counsel because a conflict or potential conflict exists between the Indemnifying Party and the Indemnitee which makes representation of both parties inappropriate under applicable standards of professional conduct or (y) the named parties to such Third Party Claim include both the Indemnifying Party and the Indemnitee and the Indemnitee determines in good faith, based on advice of counsel, that defenses are available to it that are unavailable to the Indemnifying Party. Notwithstanding the foregoing, the Indemnitee may retain or take over control of the defense or settlement of any Third Party Claim the defense of which the Indemnifying Party has elected to control, if (1) the Indemnifying Party fails to prosecute or settle the Third Party Claim, or (2) the Indemnitee irrevocably waives its right to indemnity under Section 8.2 with respect to such Third Party Claim.

(c) If the Indemnifying Party fails to notify the Indemnitee that the Indemnifying Party desires to defend the Third Party Claim pursuant to this Section 8.3, or if the Indemnifying Party gives such notice but fails to prosecute or settle the Third Party Claim, then the Indemnitee will have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate Proceedings and to take all actions deemed necessary or desirable in connection therewith, and the Indemnitee will have full control of such defense and Proceedings, including any settlement thereof. The

Indemnifying Party may retain separate counsel to represent it in, but not control, any defense or settlement controlled by the Indemnitee pursuant to this Section 8.3(c), and the Indemnifying Party will bear its own costs and expenses with respect to such participation.

SECTION 8.4 Indemnification Claims.

(a) In order to seek indemnification under Section 8.2 (including indemnification related to or arising from any Third Party Claim), an Indemnitee will deliver a written demand (an "**Indemnification Demand**") to the Indemnifying Party which contains (i) a description and the amount (the "**Asserted Losses Amount**") of any Losses incurred or reasonably expected to be incurred by the Indemnitee, (ii) a statement that the Indemnitee is entitled to indemnification under this Article VIII for such Losses and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. For sake of clarity, the Indemnification Demand and the Claim Notice delivered pursuant to Section 8.3(a) may be the same document. If the Indemnitee is a Buyer's Indemnitee, the Indemnitee will also deliver a copy of the Indemnification Demand to the Escrow Agent contemporaneously with its delivery to the Selling Parties, so long as all or a portion of the Claims Deposit remains in the escrow established pursuant to the Claims Escrow Agreement (such escrow, the "**Claims Escrow**").

(b) Within 30 days after delivery of an Indemnification Demand to the Indemnifying Party, the Indemnifying Party will deliver to the Indemnitee a written response (the "**Response**") in which the Indemnifying Party will:

(i) agree that the Indemnitee is entitled to receive all of the Asserted Losses Amount (in which case: (A) if the Indemnitee is a Buyer's Indemnitee, then such Buyer Indemnitee will recover the Asserted Losses Amount in accordance with Section 8.5; or (B) if the Indemnitee is a Sellers' Indemnitee, then the Purchasing Parties will pay to such Sellers' Indemnitee cash equal to the Asserted Losses Amount (in either case, subject to the limitations of Section 8.2(h) or Section 8.2(i), as the case may be));

(ii) agree that the Indemnitee is entitled to receive part, but not all, of the Asserted Losses Amount (such portion, the "**Agreed Portion of Losses**") (in which case: (A) if the Indemnitee is a Buyer's Indemnitee, then such Buyer's Indemnitee will recover the Agreed Portion of Losses in accordance with Section 8.5; or (B) if the Indemnitee is a Sellers' Indemnitee, then the Purchasing Parties will pay to such Sellers' Indemnitee cash equal to the Agreed Portion of Losses (in either case, subject to the limitations of Section 8.2(h) or Section 8.2(i), as the case may be)); or

(iii) dispute that the Indemnitee is entitled to receive any of the Asserted Losses Amount.

(c) If the Indemnifying Party will (i) dispute that the Indemnitee is entitled to receive any of the Asserted Losses Amount, or (ii) agree that the Indemnitee is entitled to only the Agreed Portion of Losses, the Indemnitee and the Indemnifying Party will attempt in good faith to agree upon the rights of the respective parties with respect to each of the indemnification claims that comprise the Asserted Losses Amount (or the portion of the Asserted Losses Amount not comprising the Agreed Portion of Losses). If the Indemnitee and the Indemnifying Parties should so agree, a memorandum setting forth such agreement will be prepared and signed by all such parties. If no such agreement can be reached after good faith negotiation within 60 days after delivery of a Response, either the Indemnitee or the Indemnifying Party may initiate a Proceeding in a court of competent jurisdiction to resolve the dispute(s) related to such Response.

SECTION 8.5 Recourse for Buyer's Indemnitees. Subject to the limitations set forth in Section 8.2(i), if the Losses of any Buyer's Indemnitee are determined pursuant to a final Order issued by a court of competent jurisdiction, or if the Losses of any Buyer's Indemnitee have been agreed to pursuant to Section 8.4, and all or a portion of the Claims Deposit remains in the Claims Escrow, then Buyer's Indemnitee shall first recover such Losses from the funds in the Claims Escrow. If there are insufficient funds in the Claims Escrow to cover all such Losses, then the Selling Parties will pay to the Buyer's Indemnitee, subject to the limitations in Section 8.2(i), cash equal to the full amount of such Losses less the amount of funds in the Claims Escrow used to pay for such Losses. For avoidance of doubt, Buyer's Indemnitees shall follow the procedures set forth in the Claims Escrow Agreement in order to recover Losses from the Claims Escrow.

ARTICLE IX

WAIVER OF CONFLICTS OF INTEREST

SECTION 9.1 SCS Energy and SCS Field Services. The Sellers acknowledge and agree that Buyer has utilized the services of Stearns Conrad Schmidt dba SCS Energy, SCS Engineers and SCS Field Services (collectively **"SCS"**) in connection with the performance of certain due diligence duties related to the evaluation of the transaction that is the subject of this Agreement. Such services include validation of projected Landfill Gas production rates and estimated budgets for capital improvements with respect to the McCommas Bluff Energy Project Assets. The Sellers further acknowledge that Buyer intends to continue utilizing the services of SCS in connection with the business of DCE and the McCommas Bluff Energy Project Assets following the Closing Date. The Sellers hereby agree for the benefit of both Buyer and its Affiliates and for the benefit of SCS to waive any conflict of interest that may exist by reason of the services that have been and, following the Closing Date, may be rendered by SCS for the benefit of Buyer and its Affiliates and DCE, Buyer and any Affiliates of Buyer, and the Sellers consent to the use of such services by Buyer and its Affiliates and by DCE.

SECTION 9.2 Cambrian Energy Management LLC. The Sellers acknowledge that Cambrian Energy Management LLC is an Affiliate of Cambrian Development and that another Affiliate of Cambrian Development is a member and will be the manager of Buyer. Cambrian Energy Management LLC and certain other Affiliates of Cambrian Development are currently providing management services to DCE. The Sellers hereby acknowledge that Buyer has utilized the services of Cambrian Development and its Affiliates in connection with the performance of certain due diligence duties related to the evaluation of the transaction that is the subject of this Agreement. The Sellers further acknowledge that Buyer intends to continue utilizing the services of Cambrian Development and its Affiliates and the law firm of Poindexter & Doutre, Inc. of which Evan Williams is a principal, in connection with the business of DCE and the McCommas Bluff Energy Project Assets following the Closing Date. The Sellers hereby agree for the benefit of both Buyer and its Affiliates and for the benefit of Cambrian Development and its Affiliates and of Poindexter & Doutre, Inc. to waive any conflict of interest that may exist by reason of the services that have been and, following the Closing Date, may be rendered by Cambrian Development and its Affiliates and by Poindexter &

Doutre, Inc. for the benefit of DCE, Buyer and any Affiliates of Buyer, and the Sellers consent to the use of such services by Buyer and its Affiliates and by DCE.

ARTICLE X

MISCELLANEOUS

SECTION 10.1 Applicable Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas as applied to agreements entered into and entirely to be performed within that state. The Parties hereby irrevocably and unconditionally submit in any legal action or Proceeding arising out of or relating to this Agreement to the non-exclusive general jurisdiction of the courts of the United States and of the State of Texas located in the County of Dallas, State of Texas and, in any such action or Proceeding, consent to jurisdiction in such courts and waive any objection to the venue in any such court.

SECTION 10.2 Entire Agreement. This Agreement and the Transaction Documents set forth the entire agreement and understanding of the Parties relating to the subject matter set forth herein and supersede any and all other understandings, contracts or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement.

SECTION 10.3 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties as nearly as may be possible, and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 10.4 Succession; No Third Party Beneficiaries; Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right. No Party may assign this Agreement or its rights under this Agreement without the express written consent of the other Parties except that Buyer may assign this Agreement to an Affiliate; provided that such assignment shall not release or relieve Buyer of its obligations contained herein.

SECTION 10.5 Counterparts; Duplicate Originals; Electronic Signatures. This Agreement may be executed in any number of counterparts and by each Party hereto on separate counterparts, each complete set of which when so executed and delivered by the Parties, shall be an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be signed in duplicate originals each of which shall be valid and effective. Except as to signatures required to be delivered in connection with documents that are to be recorded, signatures delivered by means of facsimile transmission or other electronic means shall be binding upon the Party so delivering such a signature, regardless of whether originally executed signatures are subsequently delivered.

SECTION 10.6 Notices. Any notices, requests, demands and other communications under this Agreement shall be given to a Party: (i) by hand; (ii) by mailing, via certified or registered first class mail, postage fully prepaid; (iii) by overnight courier (such as FedEx) delivery charges fully prepaid, or (iv) by facsimile transmission to such Party at the address or facsimile telephone number as hereinafter set forth or at such subsequent address as the recipient Party has supplied to the other Parties hereto, in writing.

To the Sellers or Camco Ltd.:

Camco International, Inc.
10475 E. Park Meadows Drive, Suite 600
Littleton, CO 80124
Attention: Jim Wiest
Telephone: (720) 279-2345
Telecopy No. (720) 279-2350

With a copy to (which shall not constitute notice):

Fulbright & Jaworski L.L.P.
2200 Ross Avenue, Suite 2800
Dallas, TX 75201
Attention: Harva R. Dockery, Esq.
Telephone: (214) 855-8369
Telecopy No.: (214) 855-8200

To Buyer:

CE Dallas Renewables LLC
c/o Cambrian Energy Management LLC
624 So. Grand Ave.#2420
Los Angeles, CA 90017-3325
Attention: Evan Williams
Telephone: (213) 628-8312
Telecopy No.: (213) 488-9890

With a copy to: Clean Energy Fuels Corp.
3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
Attention: Andrew Littlefair and Harrison Clay
Telephone: (562) 493-2804
Telecopy No: (562) 493-4532

With a copy to (which shall not constitute notice):

Sheppard, Mullin, Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-2006
Attention: John Hentrich, Esq.
Telephone: (858) 720-8900
Telecopy No: (858) 509-3691

SECTION 10.7 Headings. The headings used herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 10.8 Attorneys' Fees. In the event of any action or Proceeding (including, any bankruptcy Proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or Proceeding shall be entitled to attorneys' fees and costs.

SECTION 10.9 Specific Performance. The Selling Parties agree that irreparable damage would occur to Buyer in the event that any of the provisions of this Agreement are not performed by the Sellers in accordance with its specific terms or were otherwise breached by the Sellers. It is accordingly agreed that Buyer shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the Sellers and to enforce specifically the terms and provisions of this Agreement. The Purchasing Parties agree that irreparable damage would occur to the Sellers in the event that any of the provisions of this Agreement are not performed by Buyer in accordance with its specific terms or were otherwise breached by Buyer. It is accordingly agreed that the Sellers shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by Buyer and to enforce specifically the terms and provisions of this Agreement.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Membership Interests Purchase and Sale Agreement.

CAMCO INTERNATIONAL LTD.

By: /s/ James R. Wiest
James R. Wiest

CAMCO DCE LIMITED

By: /s/ James R. Wiest
James R. Wiest

CAMCO DCE INC.

By: /s/ James R. Wiest
James R. Wiest

CE DALLAS RENEWABLES LLC

By: Cambrian Energy Management LLC, a
Delaware limited liability company

By: /s/ Evan G. Williams
Evan G. Williams
Manager

CLEAN ENERGY

By: /s/ Richard R. Wheeler
Richard R. Wheeler
Chief Financial Officer

CAMBRIAN ENERGY MCCOMMAS BLUFF LLC

By: /s/ Evan G. Williams
Evan G. Williams
Manager

LIMITED LIABILITY COMPANY AGREEMENT
OF
CE DALLAS RENEWABLES LLC

A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of CE Dallas Renewables LLC (the "Company"), dated August 15, 2008, is made and entered into by and among the Persons listed on the attached Schedule A hereto as Members of the Company and any additional Persons who become Members of the Company in accordance with the provisions of this Agreement.

WHEREAS, the Company has been formed for the sole purpose of acquiring from Camco DCE Limited and Camco DCE, Inc. all of the membership interests of Dallas Clean Energy LLC, a Delaware limited liability company ("DCE"), immediately thereafter merging into DCE with this Agreement to become the limited liability company agreement of DCE upon such merger, and thereafter, through DCE as successor to the Company, continuing the process of repairing, improving, expanding and operating the Project (as hereafter defined) in accordance with this Agreement;

WHEREAS, DCE owns all of the leases, permits, equipment, personal property and tangible and intangible property and rights associated with the landfill gas to-high Btu gas energy project at the McCommas Bluff Landfill in Dallas County, City of Dallas, Texas (collectively, the "Project");

WHEREAS, the Members intend to state in its entirety the Limited Liability Company Agreement of the Company to reflect their agreements with respect to the acquisition and ownership of all of the membership interests of DCE and indirectly the ownership and operation of the Project;

WHEREAS, subject to the limitations, terms and conditions set forth in this Agreement, Clean Energy has committed to fund the Company's acquisition of the membership interests of DCE and the operation, repair and expansion of the Project;

WHEREAS, the Members constitute all of the current members of the Company; and

WHEREAS, the Delaware Limited Liability Company Act, 6 Del. C. §§18-101, et seq., as amended from time to time (the "Delaware Act"), authorizes the adoption of a written agreement among members concerning the business and affairs of a limited liability company, and each of the parties to this Agreement desires to enter into such an agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants hereinafter contained, the parties to this Agreement agree as follows.

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below. Certain other terms used in this Agreement are defined elsewhere in this Agreement. For purposes of this Agreement, a defined term has its defined meaning throughout this Agreement and in each exhibit, attachment, and schedule to this Agreement, regardless of whether it appears before or after the place where it is defined. As used in this agreement, all pronouns and terms are gender-neutral.

"Adjusted Capital Return" means, solely as to Clean Energy, the Clean Energy Initial Capital Contribution reduced (but not below zero) at the end of each Fiscal Year, or portion thereof if the calculation is made on a date other than the end of the Fiscal Year, by the sum of (a) any distributions not from a Capital Transaction received by Clean Energy during such Fiscal Year or portion thereof, (b) the amount of any proceeds to Clean Energy from the sale of Member Interests owned by Clean Energy to Cambrian McCommas Bluff pursuant to exercise of the Option, and (c) the amount of any distributions from a Capital Transaction received by Clean Energy.

"Advisor Expenses" means any expenses incurred by the Company to any professional advisor, including any Person providing advice or services related to any one or more of engineering, accounting, operations and maintenance, and business practices or strategies.

"Affiliate" with respect to any person or entity, any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity; *provided, however,* the Company shall not be considered an Affiliate of a Member.

"Agreement" means this Limited Liability Company Agreement, as it may be amended or restated from time to time in accordance with the terms hereof.

"Assignee" means any Person that acquires Member Interests or any portion thereof through a transfer made in accordance with this Agreement and that has not been admitted as a Member.

"Board" and "Board of Managers" have the meanings set forth in Section 9.1.

"Business Day" (whether such term is capitalized or not) means any day, excluding Saturdays, Sundays and any day on which banks are generally not open for business in the State of California.

"Buy/Sell Notice" has the meaning set forth in Section 13.9.

"Cambrian Energy" means Cambrian Energy Development LLC, a California limited liability company, its successors and assigns.

"Cambrian Energy Management" means Cambrian Energy Management LLC, a Delaware limited liability company.

"Cambrian McCommas Bluff" means Cambrian Energy McCommas Bluff LLC formerly known as Cambrian Energy/CLF McCommas Bluff LLC, a Delaware limited liability company, its successors and assigns.

"Camco" means Camco International, Inc., a Delaware limited liability company, its successors and assigns.

"Capital Account" means, with respect to any Member, the capital account established and maintained for such Member pursuant to Section 5.4.

"Capital Contribution" means, with respect to any Member, the aggregate amount of money, and the Gross Asset Value of any property other than money, contributed to the Company pursuant to Article V hereof with respect to such Member's Member Interest.

"Capital Return Date" means the date on which the balance of the Adjusted Capital Return becomes zero.

"Capital Transaction" means (i) any sale, refinancing or other disposition of the Project, whether by partial sale or otherwise or (ii) casualty (where the proceeds are not to be used for reconstruction), condemnation or similar event of any part of the Project, where the gross proceeds from such event exceed $100,000.

"Certificate" means the Certificate of Formation of the Company, as amended to date and as it may be further amended in accordance with this Agreement.

"Clean Energy" means Clean Energy, a California corporation, its successors and assigns.

"Clean Energy Borrowing" means any and all obligations of Clean Energy to make a payment to PlainsCapital Bank with respect to the borrowing of money by Clean Energy from PlainsCapital Bank pursuant to the PlainsCapital Bank Credit Agreement.

"Clean Energy Initial Capital Contribution" means the aggregate cash contribution in the amount of U.S. $18,400,000 made by Clean Energy to the Company and used to pay the purchase price for the membership interests of the Project Company.

"Clean Energy Loan" means the loan or loans to be made to the Project Company by Clean Energy or one or more of its Affiliates in principal amounts advanced not to exceed in the aggregate $14,000,000 determined on a non-revolving basis (including amounts considered so advanced with respect to Letters of Credit pursuant to Section 5.5 hereof as well as amounts advanced subject to Section 5.6 hereof), as evidenced by one or more promissory notes from the

Company and Project Company and secured by the assets of the Company and the Project Company, to be used by the Project Company for Development Costs and by the Company to pay a portion of the purchase price payable to the Sellers under the Purchase Agreement.

"Clean Energy Loan Documents" means the promissory note or notes, loan agreement, security agreements, and other documents executed and delivered with respect to the Clean Energy Loan. The Clean Energy Loan Documents do not include this Agreement or any action of the Board or Members as such.

"Closing Date" means the date on which the purchase by the Company from Camco of all of the membership interests of the Project Company occurs pursuant to the terms of the Purchase Agreement.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

"Company" has the meaning set forth in the preamble and, after the merger of the Company into the Project Company following the Closing Date, shall refer to the Project Company.

"Company Minimum Gain" means partnership minimum gain (as that term is defined in Treasury Regulations Section 1.704-2(b)(2)) with respect to the Company.

"Compensation Expense" has the meaning set forth in Section 9.10(s).

"Covered Person" means any past or present Member, any successors or heirs of a past or present Member, any past or present Affiliate of a past or present Member, or any past or present officers, member of the Board of Managers, employees, consultants, representatives or agents of the Company, a past or present Member or their respective Affiliates, or any past or present employee, consultant, representative or agent of the Company or any of its Affiliates, or any past or present officer or advisor of the Company.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and, provided further, that if the federal income tax depreciation, amortization or other cost recovery

deduction for such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Development Costs" means all expenditures which are required to (i) pay all legal fees and costs, travel and related expenses in connection with the negotiation or renegotiation of agreements applicable to the Project or Project Company, (ii) complete any capital repairs or improvements required to be funded from Development Sources, including any cost overruns pertaining thereto, and (iii) pay any operating losses until completion of any capital repairs or improvements, including those costs set forth on Schedule B attached hereto.

"Development Sources" means the aggregate of the net, funded proceeds of the Clean Energy Loan.

"Disposition" has the meaning set forth in Section 13.2 a.

"Dragging Member" has the meaning set forth in Section 13.8.

"Drag-Along Right" has the meaning set forth in Section 13.8.

"Drag-Along Member" or "Drag-Along Members" has the meaning set forth in Section 13.8.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Fiscal Year" means any calendar year of the Company commencing on January 1 and ending on December 31, or any portion of such period for which the Company is required to allocate items of Company income, gain, loss or deduction.

"GAAP" means United States generally accepted accounting principles consistently applied in accordance with past practices.

"Governmental Authority" (whether such term is capitalized or not) means any United States (federal, state or local) or foreign government, or governmental, regulatory or administrative authority, agency or commission.

"Gross Asset Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any property other than money contributed by a Member to the Company shall be the gross fair market value of such property, as agreed to by the contributing Member and the Board;

(b) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the contribution of more than a *de minimis* amount of assets to the Company by a new or an existing Member as consideration for a Member Interest in the Company; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for the Member Interest of such Member; and (iii) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(*g*); provided, however, that

adjustments pursuant to clauses (i) and (ii) of this sentence shall be made only if the Board determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by the Board; and

(d) if the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a) or paragraph (b) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation (and not the depreciation, amortization, or other cost recovery deductions allowable for federal income tax purposes) taken into account with respect to such asset for purposes of computing Profits and Losses.

"Initial Capital Contribution" has the meaning set forth in Section 5.1.

"Initiating Member" has the meaning set forth in the Section 13.9.

"Involuntary Transfer" has the meaning set forth in Section 13.2 d. i.

"Involuntary Transfer Interest" has the meaning set forth in Section 13.2 d. ii.

"Involuntary Transferee" has the meaning set forth in Section 13.2 d. i.

"Involuntary Transferor" has the meaning set forth in Section 13.2 d. ii.

"Liquidation" has the meaning set forth in Section 15.3.

"Management Company" means the Person serving as such from time to time in accordance with Article IX and that will provide management services to the Company pursuant to the terms of this Agreement.

"Management Compensation" has the meaning set forth in Section 9.7(c).

"Manager" means a member, individually, of the Board of Managers and Managers means the members, collectively, of the Board of Managers.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company.

"Member Interest" means the interest of a Member in the Company, including rights to distributions (liquidating or otherwise), allocations, information, all other rights, benefits and privileges enjoyed by that Member (under the Delaware Act, the Certificate, this Agreement, or otherwise) in its capacity as a Member, and all obligations, duties, and liabilities imposed on that Member (under the Delaware Act, the Certificate, this Agreement, or otherwise) in its capacity as a Member; provided, however, that such term shall not include any management rights held by a Member solely in its capacity as a Manager.

"Operating Cash Flow" means for each fiscal year the sum of all Operating Income minus all Operating Expenses, in each case determined separately for each Fiscal Year or portion thereof.

"Operating Income" means all cash received from operation of the Project in the ordinary course of business, including withdrawals from Company reserves for Operating Expenses to the extent otherwise permitted hereunder, and all other sources; provided, however, that Operating Income shall exclude (i) the proceeds of capital contributions, (ii) Development Sources, (iii) the proceeds of any other loans to the Company, (iv) interest earned on Company reserves for Operating Expenses (unless withdrawn as aforesaid), and (v) proceeds of any Capital Transaction.

"Operating Expenses" mean all expenses of operation of the Project as incurred by the Company, including without limitation, cumulative required debt service on the Clean Energy Loan or any other indebtedness of the Project Company, costs of utilities, maintenance, repairs and necessary replacements, real estate taxes, insurance premiums, professional fees, miscellaneous expenses, deposits to cash reserves, and any capital expenditures, repairs, or replacements, but excluding (i) Development Costs described on Schedule B and (ii) depreciation, amortization deductions and other non-cash items.

"Option" means the option granted to Cambrian McCommas Bluff by Clean Energy in Section 13.1 a. hereof to acquire Member Interests.

"Permitted Transferee" has the meaning set forth in Section 13.2 b. i.

"Permitted Transfers" has the meaning set forth in Section 13.2 b.

"Person" (whether or not capitalized) means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"PlainsCapital Bank" means PlainsCapital Bank, a Texas state chartered bank, or its successor with respect to the Clean Energy Borrowing (but not in the capacity of holder of a Member Interest pursuant to a foreclosure under a pledge in connection with the Clean Energy Borrowing).

"PlainsCapital Bank Credit Agreement" means the Credit Agreement of even date herewith among PlainsCapital Bank, Clean Energy and Clean Energy Fuels Corp., a Delaware corporation, pertaining to a $30 million credit facility, as the same may be modified from time to time.

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Section 703(a) of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with the following adjustments:

(a) any income of the Company exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(*i*)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted in accordance with paragraph (b) or paragraph (c) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; and

(f) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to this Agreement shall not be taken into account in computing Profits and Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Article VI shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

"Prohibited Transfer" has the meaning given by Section 13.3.

"Project" means those assets owned by the Project Company primarily consisting of landfill gas collection and processing equipment and related real and personal property and other associated rights, indirectly acquired or to be acquired by the Company pursuant to the Purchase Agreement and located at or in association with the McCommas Bluff Landfill in Dallas, Texas, together with any improvements, expansions, or replacements thereto, or gas processing or other energy production facilities later acquired, and any other interest or asset of the Project Company.

"Project Company" means Dallas Clean Energy LLC, a Delaware limited liability company, its successors and assigns, into which the Members intend that the Company shall be merged immediately following the Closing Date. References herein to "Project Company" shall refer to the Company upon and after consummation of the merger of the Company into the Project Company immediately after the Closing Date.

"Purchase Agreement" means the Membership Interests Purchase and Sale Agreement dated August 15, 2008 by and among the Company, Cambrian McCommas Bluff, Clean Energy, Camco DCE Limited, Camco DCE, Inc. and Camco International, Ltd.

"Remaining Members" has the meaning set forth in Section 13.2 c. ii.

"Securities Act" means the Securities Act of 1933, as amended.

"Stated Value" has the meaning set forth in Section 13.9.

"Target Members" has the meaning set forth in Section 13.9.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means any federal, state, local, or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, withholding, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, net worth, intangibles, social security, unemployment, disability, payroll, license, employee, or other tax or similar levy, of any kind whatsoever, including any interest, penalties, or additions to tax in respect of the foregoing.

"Tax Distribution Amount" means, with respect to a Member Interest for a Fiscal Year, the amount necessary to be distributed with respect to such Member Interest such that the holder of such Member Interest and the predecessors of such holder shall have received distributions pursuant to Section 7.1 clauses first through fourth during such Fiscal Year and all prior Fiscal Years of the Company at least equal to 40% of the cumulative amount of Profits and individual items of income or gain (other than tax-exempt income) of the Company in excess of the cumulative amount of Losses and individual items of loss, deduction or expenses (other than any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(*i*)) allocated to the holder of such Member Interest or the predecessors of such holder, in each case for such Fiscal Year and all prior Fiscal Years of the Company; provided, however, when a Tax Distribution Amount is required to be distributed with respect to a Member Interest, distributions will be made to both Members so that the Tax Distribution Amount with respect to the Member Interest and the distribution with respect to the other Member Interest are in the same proportions as the percentages set forth in Section 7.1(a) clause third or clause fourth, whichever then applies.

"Tax Matters Member" has the meaning set forth in Section 12.1(a).

"Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge or hypothecation or other disposition, whether directly or indirectly and whether through one or a series of transactions (including by way of a change of control or any Member), and, as a verb, voluntarily or involuntarily to transfer, sell, pledge or hypothecation or otherwise dispose of, whether directly or indirectly and whether through one or a series of transactions.

"Transfer Interest" has the meaning set forth in Section 13.2 c. i.

"Transfer Notice" has the meaning set forth in Section 13.2 c. i.

"Transferring Member" has the meaning set forth in Section 13.2 c. i.

"Treasury Regulations" means the permanent and temporary income tax regulations promulgated under the Code, as may be amended from time to time (including corresponding provisions of successor Treasury Regulations).

ARTICLE II
ORGANIZATION

2.1 Formation. The Company is a limited liability company organized under the provisions of the Delaware Act. The Certificate was filed with the Secretary of State of the State of Delaware on August 5, 2008. The parties to this Agreement are all of the initial Members of the Company. A Member's Member Interest in the Company shall be personal property for all purposes. All real and other property owned by the Company shall be deemed owned by the Company as an entity and no Member, individually, shall have any ownership of such property by reason of its Member Interest.

2.2 Name. The name of the Company is, and the business of the Company shall be conducted under the name of, "CE Dallas Renewables LLC." The name of the Company may be changed from time to time by amendment of the Certificate in accordance with this Agreement. The Company

may transact business under an assumed name by filing an assumed name certificate in the manner prescribed by applicable law.

2.3 **Term**. The term of the Company shall commence with the filing of a Certificate of Formation of a Limited Liability Company with the Secretary of State of the State of Delaware and shall continue thereafter until (i) statutorily dissolved or otherwise dissolved as provided in this Agreement and (ii) Liquidation is complete.

2.4 **Offices**. The registered office of the Company in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Board may designate in the manner provided by law. The principal office of the Company shall be at 7 Empty Saddle Road, Rolling Hills Estates, California 90274-4124, or at such other place as the Board may designate, which need not be in the State of Delaware. The Company may have such other offices as the Board may designate.

ARTICLE III
PURPOSES AND POWERS

3.1 **Purposes of the Company.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing, which shall include but not be limited to the acquisition of the Project Company and indirectly the Project and the productive utilization of methane gas produced from the Project specifically and biomass generally; provided, however, so long as the Clean Energy Borrowing is outstanding, the sole object and purpose of, and the sole nature of the business to be conducted and promoted by the Company is the acquisition of the Project Company and, following merger of the Company into the Project Company, the productive utilization of methane gas produced from the Project specifically and biomass generally, and any and all activities necessary or incidental thereto.

3.2 **Powers of the Company.** The Company purpose set forth in Section 3.1 may be accomplished by taking any action that is permitted under the Delaware Act.

ARTICLE IV
MEMBERSHIP

4.1 **Members.** The name and address of each Member, and such Member's Capital Contribution as of the date of this Agreement, are as set forth on Schedule A hereto. In the event of any change with respect to the information stated on Schedule A hereto pursuant to or in accordance with the provisions hereof, the Board shall promptly cause (a) Schedule A to be amended to reflect such change and (b) a copy of the revised Schedule A to be provided to each of the Members.

4.2 **Additional Members.** Additional Persons may be admitted to the Company as Members only in accordance with the terms of this Agreement, including Article XIV, and if such admission involves a Transfer of a Member Interest, Article XIII. Any such admission shall be effective only after the new Member has executed and delivered to the Board a document including the new Member's notice address and an agreement to be bound by this Agreement.

4.3 **Member Interests**. The Member Interests of the Company shall be issued in accordance with the terms of this Agreement. So long as the Clean Energy Borrowing is outstanding, Member Interests shall not be certificated without the written consent of PlainsCapital Bank.

4.4 **Withdrawal.** No Member shall have the right to voluntarily withdraw from the Company as a Member except in accordance with Section 14.3.

4.5 **Lack of Authority.** No Member shall have the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except for a Member that is acting in the capacity of Manager in accordance with Article IX, or in the capacity of an officer pursuant to authorization by the Board in accordance with Section 9.7(b).

4.6 **Voting Rights.** Except as otherwise provided in this Agreement (including Section 9.10) or as required by law, the Members shall have full voting rights and powers to vote on all matters submitted to the Company for vote, consent or approval, and each Member shall be entitled to one vote for each percentage interest in Profits to which such Member is entitled in accordance with this Agreement.

4.7 **Membership Book and Members of Record.** The Board shall cause to be maintained, among other records, a membership book containing records evidencing the Member Interests, the names and addresses of the holders of all issued Member Interests of the Company, the number of Member Interests held by each such holder, the date of issuance of such Member Interests, and whether or not such Member Interests originate from original issue or transfer. Names and addresses of Members as they appear on such book shall be the official list of Members of record of the Company for all purposes except as otherwise provided herein. The Company shall keep this record of Members at its registered office or principal place of business, or at the office of its transfer agent or registrar. The Company shall be entitled to treat the holder of record of any Member Interest as the owner thereof for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such Member Interest or any rights deriving from such Member Interest on the part of any other person, including a purchaser, assignee, or transferee, unless and until such other person becomes the holder of record of such Member Interest, regardless of whether the Company has either actual or constructive notice of the Member Interest of such other person.

4.8 **Change of Name or Address.** Each Member shall promptly notify the Board, by written notice sent by certified mail, return receipt requested, of any change in name or address of the Member from that as it appears upon the official list of Members of record of the Company. The Board shall cause to be entered such changes into all affected Company records, including the official list of Members of record.

ARTICLE V
CAPITAL CONTRIBUTIONS

5.1 Initial Capital Contributions. On or prior to the Closing Date, each of the Members shall have made a Capital Contribution (an "Initial Capital Contribution") to the Company in exchange for its respective Member Interests as set forth on Schedule A (and in this connection all amounts deposited by or on behalf of Clean Energy in connection with the Purchase Agreement shall be treated as part of the Clean Energy Initial Capital Contribution). It

is the intent of the Members that the contributions of property by each Member, cash by Clean Energy and cash and contractual rights by Cambrian McCommas Bluff, shall be a non-taxable event pursuant to Section 721 of the Code and that the interest issued to Cambrian McCommas Bluff be a profits interest within the meaning of Internal Revenue Service Revenue Procedures 93-27 and 2001-43. The Company and each of the Members (i) consents to the making and filing of a safe harbor election under Section 83(b) of the Code, (ii) agrees that the Member Interest issued to Cambrian McCommas Bluff is immediately vested, and (iii) agrees that neither the Company nor any Member shall take a deduction with respect to the issuance of the Member Interest to Cambrian McCommas Bluff.

5.2 Interest. No interest shall be paid by the Company on any Capital Contribution.

5.3 Return of Capital. No Member shall be entitled to have any Capital Contribution returned to it or to receive any distributions from the Company upon withdrawal or otherwise, except in accordance with the express provisions of this Agreement. No unrepaid Capital Contribution shall be deemed or considered to be a liability of the Company or any Member. No Member shall be required to contribute any cash or property to the Company to enable the Company to return any Member's Capital Contribution.

5.4 Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Member. The Members acknowledge and agree that the opening Capital Account of Clean Energy shall be $18,400,000 and that the opening Capital Account of Cambrian McCommas Bluff shall be $1,000 (the amount of cash to be contributed by Cambrian McCommas Bluff). There shall be no addition to the Capital Account of Cambrian McCommas Bluff with respect to the release to be delivered to Camco or other contractual rights contributed to the Company or Project Company by Cambrian McCommas Bluff.

(b) The Capital Account for each Member shall be maintained in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv) and the following provisions:

(i) to such Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and items of income or gain specially allocated hereunder and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member;

(ii) to such Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any other property of the Company distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and items of loss, expense and deduction specially allocated hereunder and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company; and

(iii) in determining the amount of any liability for purposes of this subsection (b), there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

(c) In the event that all or a portion of any Member Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent such Capital Account relates to the portion of the Member Interest so transferred.

(d) Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Member, the Capital Account of the Member shall be determined after giving effect to all transactions concluded during the then current taxable period and prior to the time as of which such determination is made, and to all allocations of Profits, Losses, and items of income, gain, loss, and deduction and to all distributions theretofore made for such taxable period under Articles VI, VII and XV.

(e) A Member shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the Company except as specifically provided for in this Agreement, and, unless the Board shall approve, no Member shall be entitled to make any additional Capital Contributions to the Company other than as provided for herein.

(f) Loans by any Member to the Company shall not be considered to be Capital Contributions and shall not increase the Capital Account of such Member, and repayment of such loans shall not be deemed a distribution by the Company in respect of the Member Interest of such Member.

5.5 Letters of Credit. The Members acknowledge that the Project Company may be required to provide one or more letters of credit in connection with entering into long-term agreements for any one or more of the transportation or sale of processed gas. At the election of Clean Energy in its sole discretion, Clean Energy or one of its Affiliates may provide such letters of credit and, in that case, (i) the principal amounts of such letters of credit shall be treated as an interest-bearing advance under the Clean Energy Loan (and the Members acknowledge that the Project Company shall pay interest under the Clean Energy Loan at the rate and times provided for in the Clean Energy Loan documents on the outstanding amounts of the letters of credit), (ii) in addition to such payment of interest, the Company shall pay and reimburse the lenders under the Clean Energy Loan for all commitment fees and other costs and expenses incurred by the lenders under the Clean Energy Loan in connection with such letters of credit, and (iii) such other terms and conditions shall apply

as the Board and the lenders under the Clean Energy Loan may determine in their discretion. It is the intent of the Members to cause substitute letters of credit to be issued to replace any letters of credit provided by Clean Energy or any of its Affiliates and to repay all amounts owed with respect to such letters of credit with proceeds from and in connection with the securing of long-term limited recourse project financing for the Company.

5.6 Clean Energy Loan. The Clean Energy Loan shall be evidenced by one or more promissory notes that will bear interest at an annualized rate of twelve percent (12%), payable in cash quarterly, and contain customary terms and conditions for secured high-yield debt investments. The Clean Energy Loan shall mature and become due and payable as follows: 20% of the then aggregate initial principal (the "Outstanding Amount") and all accrued and unpaid interest on the Clean Energy Loan shall be due and payable on the one-year anniversary of the Interim Debt, 20% of the then Outstanding Amount and all accrued and unpaid interest on the Clean Energy Loan shall be due and payable on the two-year anniversary, 20% of the then Outstanding Amount and all accrued and unpaid interest on the Clean Energy Loan shall be due and payable on the three year anniversary, 20% of the then Outstanding Amount and all accrued and unpaid interest on the Clean Energy Loan shall be due and payable on the four-year anniversary, and the remainder of the Clean Energy Loan shall be due and payable on its five-year anniversary. It is the Members' intention that the Clean Energy Loan will be fully repaid, with interest but without prepayment penalty, upon the successful closing of a project finance loan for the Project Company. The Clean Energy Loan shall be secured by all assets of the Project Company and the Company. The terms and conditions of the Clean Energy Loan shall be governed solely by the provisions of the Clean Energy Loan Documents and, in the event of any inconsistency between this Agreement and the Clean Energy Loan Documents, the provisions of the Clean Energy Loan Documents shall control. Subject only to and in accordance with the provisions of the Clean Energy Loan Documents, the lenders under the Clean Energy Loan shall have all rights and remedies available to a creditor that holds no Member Interest and is not an Affiliate of or otherwise related to a Member and shall be entitled to exercise all such rights and remedies within their sole discretion without limitation, obligation or restriction as a result of the status of Clean Energy as a Member or the status as a Manager of any person appointed as a Manager by Clean Energy. Neither Clean Energy nor any of its Affiliates shall have any fiduciary or other duty with respect to the rights and remedies of the lenders under the Clean Energy Loan or the exercise of any such right or remedy, nor shall Clean Energy, as a Member or otherwise, or any Manager appointed by Clean Energy as a Manager or otherwise, have any duty to exercise or refrain from exercising any authority or power as a Member, Manager or otherwise on behalf of or in the interests of the Company or its Members as such in connection with or as a result of any right or remedy of the lenders under the Clean Energy Loan or the exercise of any such right or remedy (and Clean Energy in its capacities as a Member and otherwise and each Manager appointed by Clean Energy in his or her capacities as a Manager and otherwise shall be entitled to exercise or refrain from exercising any authority or power as a Member, Manager or otherwise as determined in their sole discretion with respect to any matter involving or relating to the Clean Energy Loan even if doing so is or may be in the interests of the lenders under the Clean Energy Loan and/or adverse to the interests of the Company or its Members).

5.7 Additional Financing. The Members acknowledge that the opportunity may exist to acquire additional equipment to repair and expand the gas processing capacity and landfill gas collection capacity of the Project. Clean Energy may, in its sole discretion (but shall not be required or have any obligation whatsoever to), make additional capital available to the Company to finance such acquisitions of additional equipment, the installation thereof and associated costs. Such financing may occur through separate loans that shall not be part of the Clean Energy Loan, but may or may not have terms similar to the Clean Energy Loan. If Clean

Energy declines to make such capital available to the Company, the Company shall, subject to such approvals of the Managers and Members as may be required under this Agreement or otherwise, seek alternative methods of financing such acquisitions of additional equipment and expansions on such terms as may be agreed to by the Board, including long-term limited recourse project financing secured by the assets and contractual rights of the Project Company. The Members acknowledge that there shall be no requirement for Clean Energy nominees of the Board to recuse themselves from consideration of any such financing decisions to the extent they involve Clean Energy.

ARTICLE VI
ALLOCATIONS

6.1 Allocations of Profits and Losses. Subject to the other provision of this Article VI, Profits and Losses (and, to the extent necessary, special allocations of individual items of income (including gross income), gain, loss or deduction of the Company) for any fiscal year or any other period shall be allocated among the Members so that the Capital Account of each Member, after making such allocation, is, as nearly as possible, equal (or in proportion thereto, if the total amount to be allocated is insufficient) to the distributions that would be made to such Member if the Company were dissolved, its affairs wound up, and its assets other than money sold for cash equal to their respective Gross Asset Values, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability), and the net assets of the Company were distributed to the Members in accordance with Section 7.2 immediately after making such allocation. For purposes of determining Capital Accounts and making allocations under this Section 6.1, (i) Capital Accounts shall first be reduced by any distributions made for the fiscal year or period, (b) each Member's Capital Account balance shall be deemed to be increased by such Member's share of "partnership minimum gain" (as that term is defined in Treasury Regulation Section 1.704-2(d)(1)-(4)) and "partner nonrecourse debt minimum gain" (as that term is defined in Treasury Regulation Section 1.704-2(i)), and (c) Capital Accounts shall first be adjusted for any special allocations pursuant to this Agreement for the fiscal year or period. If, following a Capital Transaction involving a sale or exchange of all or substantially all the assets of the Company and distributions required pursuant to Articles VII and XV would result in a Member having a negative Capital Account notwithstanding the foregoing and other provisions of this Article VI, then the amount so distributed to such Member shall (up to the amount that such Member's Capital Account would become negative under such circumstances) be treated as a guaranteed payment under Section 707(c) or Section 736(a)(2) of the Code and any deduction available to the Company with respect to such guaranteed payment shall be allocated solely to the other Member.

6.2 Allocations Relating to Certain Claims. Notwithstanding the foregoing, all items of income, gain, deduction, loss and expense with respect to (i) any amount deposited or placed into escrow at closing in connection with the Purchase Agreement or any amount distributed to the Company or any Member out of such escrow or (ii) any claim of Buyer under Article VII or Article VIII of the Purchase Agreement shall be allocated to the Members in proportion to the amounts of their respective Initial Capital Contributions as set forth on Schedule A attached hereto.

6.3 Special Allocation Rules.

(a) In the event Members are admitted to the Company pursuant to this Agreement on different dates, the Profits (or Losses) allocated to the Members for each Fiscal Year during which Members are so admitted shall be allocated among the Members in proportion to their pro rata right to Profits (or Losses) that each holds from time to time during such Fiscal Year in accordance with Section 706 of the Code, using any convention permitted by law and selected by the Board.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Board using any method that is permissible under Section 706 of the Code and the Treasury Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all types of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

(d) The Members are aware of the income tax consequences of the allocations made by this Article VI and hereby agree to be bound by the provisions of this Article VI in reporting their shares of Company income and loss for income tax purposes.

(e) If at any time some or all of the assets of the Company are distributed in kind, Company Profits (or Losses) will be increased by the Profits (or Losses) that would have been realized had such assets been sold for their fair market value on the date of distribution, as determined by the Board of Managers in its sole discretion. Any such increase in Company Profits (or Losses) will be allocated to the Members in accordance with Article VI of this Agreement (including, as applicable, Section 6.6) and will increase (or decrease) their Capital Account balances accordingly prior to calculating any distributions under Articles VII and XV of this Agreement.

6.4 Nonrecourse Deductions and Chargebacks. Notwithstanding any other provision of this Agreement to the contrary, all nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) shall be allocated to the Members pro rata in proportion to the percentages set forth in Section 7.1(a) clause third or clause fourth, whichever then applies. Notwithstanding any other provision of this Agreement to the contrary, in the event that there is a net decrease in Company Minimum Gain during a Fiscal Year, the Members shall be allocated items of income and gain in accordance with Treasury Regulations Section 1.704-2(f). The preceding sentence is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted and applied in a manner consistent therewith.

6.5 Member Nonrecourse Deductions and Chargebacks. Notwithstanding any other provision of this Agreement to the contrary, any partner nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(i)(1)) shall be allocated to the Member who (in its capacity, directly or indirectly, as lender, guarantor, or otherwise) bears the economic risk of loss with respect to the loan to which such partner nonrecourse deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i). Notwithstanding any other provision of this Agreement, if during a Fiscal Year there is a net decrease in partner nonrecourse debt minimum gain, as that term is defined in Treasury Regulations Section 1.704-2(i)(2), that decrease shall be charged back among the Members in accordance with Treasury Regulations Section 1.704-2(i)(4). The preceding sentence is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted and applied in a manner consistent therewith.

6.6 Section 704(c) and Capital Account Revaluation Allocations. The Members agree that, to the fullest extent possible with respect to the allocation of depreciation and gain for federal income tax purposes, Section 704(c) of the Code and Treasury Regulations Section 1.704-3(b) shall apply with respect to non-cash property contributed to the Company by any Member. For purposes hereof, any allocation of income, loss, gain or any item thereof to a Member pursuant to Section 704(c) of the Code shall affect only the Member's tax basis in the Member's Company interest and shall not affect the Member's Capital Account. In addition to the foregoing, if Company assets are reflected in the Capital Accounts of the Members at a book value that differs from the adjusted tax basis of the assets (e.g., because of a revaluation of the Members' Capital Accounts under Treasury Regulations § 1.704-1(b)(2)(iv)(*f*)), allocations of depreciation, amortization, income, gain or loss with respect to such property shall be made among the Members in a manner consistent with the principles of Section 704(c) of the Code, Treasury Regulations Section 1.704-3(b), and this subsection.

ARTICLE VII
DISTRIBUTIONS

7.1 Distributions Not from a Capital Transaction. Subject to the limitations set forth in Section 7.3 and except as otherwise provided in Section 7.5 or Article XV hereof, Operating Cash Flow, if any, shall be paid at least quarterly to the extent of, and in the following order of priority:

first, to the Members until each Member has received such Member's Tax Distribution Amount;

second, to make any reserve deposits required by a lender or as determined by the Board; and thereafter either

third, 70% to Clean Energy and 30% to Cambrian McCommas Bluff prior to the exercise of the Option by Cambrian McCommas Bluff; or

fourth, after the exercise of the Option by Cambrian McCommas Bluff, a percentage equal to (i) 70% less the percentage Member Interests purchased by Cambrian McCommas Bluff immediately prior to any distribution pursuant to its exercise of the Option to Clean Energy, and (ii) 30% plus the percentage Member Interests purchased by Cambrian McCommas Bluff immediately prior to any distribution pursuant to its exercise of the Option to Cambrian McCommas Bluff.

7.2 Distributions from a Capital Transaction. Subject to the limitations set forth in Section 7.3 and except as set forth in Section 7.5 or Article XV hereof, the proceeds resulting from the liquidation of the Company or the net proceeds resulting from any Capital Transaction, as the case may be, shall be distributed and applied in the following order of priority:

first, to the payment of all debts and liabilities of the Company (including amounts due pursuant to the Clean Energy Loan and all expenses of the Company incident to any sale or refinancing), but excluding other debts and liabilities of the Company to Members or any Affiliates;

second, to the setting up of any reserves which the Board deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Company;

third, to the repayment of any other unrepaid debts and liabilities (including unpaid fees) owed to the Members or any Affiliates by the Company;

fourth, if the Capital Return Date has not yet occurred, solely to Clean Energy until the Adjusted Capital Return is zero; and thereafter either

fifth, 70% to Clean Energy and 30% to Cambrian McCommas Bluff prior to the exercise of the Option by Cambrian McCommas Bluff; or

sixth, after the exercise of the Option by Cambrian McCommas Bluff, a percentage equal to (i) 70% less the percentage Member Interests purchased by Cambrian McCommas Bluff immediately prior to any distribution pursuant to its exercise of the Option to Clean Energy, and (ii) 30% plus the percentage Member Interests purchased by Cambrian McCommas Bluff immediately prior to any distribution pursuant to its exercise of the Option to Cambrian McCommas Bluff.

7.3 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, (a) the Company shall not make a distribution to any Member in respect of such Member's Member Interest if such distribution would violate the Delaware Act or other applicable law, (b) the Company shall not make any distribution to the extent prohibited by any financing agreement with any lender to the Company, and (c) no distribution shall be made to Cambrian McCommas Bluff at any time that the Clean Energy Loan is in default, including but not limited to any failure by the Project Company to make quarterly interest payments under the Clean Energy Loan when due.

7.4 Withholding. Notwithstanding anything to the contrary in this Agreement, to the extent that the Company is required pursuant to applicable federal, state, local or foreign law, either (i) to pay tax (including estimated tax) on a Member's allocable share of Company net Profits or items of income or gain, whether or not distributed, or (ii) to withhold and pay over to any tax authority any portion of a distribution otherwise distributable to a Member, the Board of Managers, on behalf of the Company, may pay over such tax or such withheld amount to the relevant tax authority, and such amount shall be treated for all purposes hereof as a distribution to such Member at the time it is paid to the tax authority and shall reduce the amount of the next distribution(s) to which the Member would otherwise be entitled.

7.5 Distributions of Escrow Amounts or With Respect to Certain Claims. Notwithstanding the foregoing, all amounts received by the Company with respect to any claims of Buyer under Article VII or Article VIII of the Purchase Agreement, and any distribution, payment or return to the Company or a Member out of or with respect to amounts deposited or placed in escrow at closing in connection with the Purchase Agreement, shall be distributed to the Members in proportion to the amounts of their respective Initial Capital Contributions as set forth on Schedule A attached hereto and shall be treated as distributions to Members of proceeds from a Capital Transaction for purposes of this Agreement.

ARTICLE VIII
BOOKS AND RECORDS

8.1 Accounting Matters.

(a) The books and records of account of the Company shall, at the expense of the Company, (i) be kept, or caused to be kept, by the Company at the principal place of business of the Company, (ii) be kept in accordance with GAAP and on a basis consistent with the method of accounting used for federal income tax purposes, (iii) reflect all Company transactions, and (iv) be appropriate and adequate for conducting Company business. Each Member shall have the right, upon reasonable notice, to inspect and copy, during normal business hours, any of the records of the Company.

(b) The Management Company shall prepare (or cause to be prepared) annual audited financial statements for the Company (including an income statement, balance sheet and cash flow statement) and reviewed quarterly financial statements for the Company (including income statements, balance sheets and cash flow statements) as soon as possible after the end of each fiscal year and each fiscal quarter of the Company, as the case may be, and in each case by such date as is necessary, in the sole and absolute discretion of Clean Energy, for Clean Energy and its Affiliates to comply timely with their reporting obligations under the Securities Exchange Act of 1934, as amended. Unless otherwise agreed to by Clean Energy, in its sole and absolute discretion, the annual audited financial statements and reviewed quarterly financial statements of the Company shall be audited and reviewed by the same independent registered public accounting firm that audits of the annual financial statements of the parent company of Clean Energy. All annual and quarterly financial statements of the Company shall be delivered to all of

the Members. In addition, if Clean Energy determines in its sole and absolute discretion that it is necessary for audited financial statements for the Project Company as of the Closing Date or any prior date to be prepared in order for Clean Energy and its Affiliates to comply timely with their reporting obligations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), then the Management Company shall engage the same independent registered public accounting firm that audits of the annual financial statements of the parent company of Clean Energy to prepare and audit such financial statements of the Company.

(c) The Company shall elect to be taxed as a partnership for United States Federal tax purposes. Within ninety (90) days after the end of each calendar year, the Management Company shall prepare or cause to be prepared, file and furnish each Member with a copy of the Company's federal and state income tax return along with Schedule K-1 as well as such other information as may be necessary for each Member to prepare their individual federal and state income tax returns.

8.2 Budgets and Financial Reports. Not later than sixty (60) days prior to the commencement of each calendar year, the Management Company shall prepare (or cause to be prepared) and furnish to each Member an annual consolidated budget for the Company as well as a budget for the Project Company. The Budget shall, at a minimum, include a line item breakdown of expected energy production, gas volumes, revenues, operating costs and capital expenditures with appropriate supporting detail. The Management Company shall prepare and provide each Member with a monthly budget-to-actual report on the operations and cash flows of the Company and the Project Company and with such monthly (including a balance sheet, income statement, statement of equity, and statement of cash flows, all prepared in accordance with GAAP) and other financial and non-financial reports as Clean Energy may require in its discretion, including any financial reports or information that Clean Energy requires for compliance with its reporting obligations under the Exchange Act and/or an audit of the Company and the Project Company as of December 31st of each year to be completed by KPMG LLP and submitted to the Members by March 1st of the following year. The Company and the Project Company shall also implement any controls or procedures requested by Clean Energy that are necessary for Clean Energy (with such determination of necessity to be made by Clean Energy in its sole and absolute discretion) to comply with its obligations under Section 404 of the Sarbanes-Oxley Act and related rules and regulations promulgated under the Exchange Act to establish and maintain a system of internal control over financial reporting.

8.3 Accounts. The Management Company shall establish one or more separate bank and investment accounts and arrangements for the Company, which shall be maintained in the Company's name with financial institutions and firms that the Management Company may determine. The Company may not commingle the Company's funds with the funds of any Member.

ARTICLE IX
MANAGEMENT AND OPERATION

9.1 Management of the Company. The business and affairs of the Company shall be managed by and under the direction and control of and, when required hereunder, subject to the approval of, the Board of Managers (the "Board of Managers" or the "Board"). The Board of Managers shall appoint a Management Company to serve at the pleasure of the Board of Managers; *provided, however,* Cambrian Energy Management is hereby designated as the initial Management Company to serve in that capacity during the first twelve (12) months and month-to-month thereafter, subject to termination of such service upon resignation in accordance with Section 9.3 or removal in accordance with Section 9.4 and on the terms set forth in Section 9.7(c). The Management Company and any other Manager or any other Person acting at the express direction of the Board of Managers shall have the power to bind the Company. Unless otherwise provided for herein, any action taken by the Board of Managers shall require the affirmative vote of a majority of the members of the Board of Managers.

9.2 Number of Board of Managers, Tenure; Qualifications and Appointment. The Company shall have three (3) Managers. Each Manager shall hold office until such Manager resigns pursuant to Section 9.3, is removed pursuant to Section 9.4 or upon such Manager's death or disability. Clean Energy shall have the right to appoint two Managers. Until an event of default under the Clean Energy Loan to the Company, and after any event of default has been cured and there is no other default, Cambrian McCommas Bluff shall have the right to appoint one Manager. After an event of default under the Clean Energy Loan and until such time, if any, as any default under the Clean Energy Loan has been cured and there is no other default, Clean Energy shall have the right to appoint all three Managers and shall have the right to designate another Person to serve as the Management Company. Managers need not be residents of the State of Delaware or Members of the Company. The initial Managers appointed by Clean Energy are Mitchell W. Pratt and Harrison S. Clay, and the initial Manager appointed by Cambrian McCommas Bluff is Evan G. Williams.

9.3 Resignation. Any Manager of the Company, and the Management Company, may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager or the Management Company shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager or Person serving as the Management Company who is also a Member shall not affect such Manager's or Person's rights as a Member.

9.4 Removal. A Manager may be removed with or without cause at any time by the Person(s) who have the power to appoint such Manager as described in Section 9.2 above. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member. The Management Company may be removed with or without cause at any time by the Board of Managers, effective upon the expiration of 30 days after written notice (except that removal for "Cause," as hereinafter defined, may be effective immediately or at another date less than 30 days after notice of such removal); *provided, however,* in the case of any removal of Cambrian Energy Management

during the first twelve (12) months following the date of closing under the Purchase Agreement (other than removal for "Cause" as hereinafter defined), Cambrian Energy Management shall continue to be entitled to the Management Compensation in accordance with Section 9.7(c) until the end of such twelve (12) month period (or, if later, 30 days after written notice of such removal). For this purpose, "Cause" shall mean (i) the death or disability of Evan Williams or cessation of his service for any reason as the person, together with the persons identified in Section 13.6(d), controlling Cambrian Energy Management and its service as the Management Company hereunder; (ii) the occurrence of a default under the Clean Energy Loan (and, if such default is permitted to be cured under the Clean Energy Loan Documents, expiration of the applicable cure period without cure of such default); (iii) a failure of Cambrian Energy Management to follow a direction given by the Board of Managers, (iv) a material breach of a material covenant of Cambrian McCommas Bluff or Cambrian Energy Management under this Agreement that remains uncured after written notice thereof for a period of thirty (30) days; or (v) occurrence of any of the following with respect to Evan Williams or any controlling person, manager or executive officer of Cambrian McCommas Bluff or Cambrian Energy Management: (A) such Person shall have engaged in self-dealing detrimental to the Company or the Project or committed an act of fraud, embezzlement, misappropriation or breach of fiduciary duty, including, but not limited to, the offer, payment, solicitation or acceptance of any unlawful bribe or kickback with respect to the Company or the Project; (B) such Person shall have been convicted by a court of competent jurisdiction of, or pleaded guilty or nolo contendere to, any felony or any crime involving moral turpitude; (C) such Person shall have been chronically absent from performance of duties relating to

the Company or the Project and shall have failed, within ten (10) days after explicit written notice from the Board to Cambrian Energy Management to devote the requisite time and efforts to the performance of such duties or to have been replaced by Cambrian Energy Management with another person who is devoting the requisite time and efforts, or (D) such Person shall have engaged in the unlawful use (including being under the influence) or possession of illegal drugs or shall have possessed illegal, unpermitted or unregistered weapons.

9.5 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the appointment of new Managers by the Person(s) entitled to appoint Managers for such vacant seats as described in Section 9.2 above. Any vacancy in the role of Management Company shall be filled by the Board of Managers.

9.6 Prohibited Board Actions. The Board of Managers may not, without the consent of each of the Members (i) do any act in contravention of this Agreement; (ii) do any act which would make it impossible to carry on the business of the Company; (iii) possess or use Company property for any purpose other than the purposes of the Company provided herein; or (iv) amend or otherwise modify this Agreement, or permit the waiver of any provision thereof (and any such amendment, modification, or waiver effected without such approval shall be void) unless in accordance with Section 9.14 hereof.

9.7 Day-to-Day Operations; Management Compensation and Expenses.

(a) Subject to the provisions of Section 9.10 and all delegations made pursuant to this Agreement, and subject in all cases to the ultimate direction and control of the Board and the power and authority of the Board of Managers to direct the Management Company to take or omit taking an action, the day-to-day operations of the Company shall be managed by the Management Company. Subject to approval by the Board, the duties of the Management Company may be delegated from time-to-time; and, in the case of any such delegation, the Management Company shall be solely responsible for all compensation and other obligations or payments required to be made to such delegate of the Management Company.

(b) The Board may from time to time delegate to the officers of the Company such authority and duties as the Board may deem advisable. Any such delegation may be revoked at any time by the Board in its sole discretion.

(c) In consideration of performance by the Management Company of management duties with respect to the Company, including (subject to the provisions of Section 9.10 and other provisions of this Agreement) the oversight of the operations and maintenance contractor, the procurement of major services and materials, the administration of material contracts, maintaining books and records, the preparation of tax returns, the oversight of the preparation of quarterly financial statements and an annual audit of the Company, and similar duties, the Management Company shall be paid a fee of $20,833.33 per month, payable in advance, for each full calendar month of service as the Management Company (which dollar amount shall be adjusted no more than once annually at the end of each year following the date of closing under the Purchase Agreement in proportion to any change during the prior year in the Consumer Price Index – All Items, *provided* that no increase greater than four percent (4%) of the amount of such fee in effect immediately before such adjustment shall be made) (as so adjusted from time to time, the "Management Compensation"). Notwithstanding the foregoing provisions of this Section 9.7(c), no Management Compensation shall be payable with respect to any period during which a default exists under the Clean Energy Loan.

(d) In addition to the Management Compensation, but subject to the approval required pursuant to Section 9.10(y), the Management Company, if applicable, shall receive the direct payment or reimbursement, as applicable, of documented travel expenses, including airline, hotel, meals, car rental, and similar expenses, directly related to such management (*provided* that the aggregate travel expenses paid or reimbursed for or to the Management Company and its Affiliates shall not exceed in the aggregate $20,000 for any twelve-month period, such $20,000 cap to be adjusted no more than once annually at the end of each year following the date of Closing under the Purchase Agreement in proportion to any change during the prior year in the Consumer Price Index – All Items, *provided further* that no increase greater than four percent (4%) of the amount of maximum reimbursement in effect immediately before such adjustment shall be made).

9.8 No Management by Members. Except as otherwise provided herein, no Member will take part in the day-to-day management, or the operation or control, of the business and affairs of the Company. Except and only to the extent expressly provided for in this Agreement or as delegated by the Board of Managers, no Person other than the Management Company or the Board of Managers will be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

9.9 Reliance by Third Parties. Any Person dealing with the Company, the Management Company or the Board of Managers may rely upon a certificate signed by a majority of the Board or by the President, Treasurer or Secretary as to:

(a) the identity of the members of the Board of Managers, the Management Company, any officer of the Company or any Member;

(b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Management Company, the Board of Managers or any officer of the Company or in any other manner germane to the affairs of the Company;

(c) the Persons who are authorized to execute and deliver any agreement or document on behalf of the Company, including the Management Company, when so authorized; or

(d) any act or failure to act by the Company, or as to any other matter whatsoever involving the Company.

9.10 Super Majority Events. Notwithstanding anything to the contrary provided in this Agreement, the Company may engage in a Super Majority Event only with the approval of a majority of the Managers, in addition to any other vote or consent required herein or by law. Each of the following shall be deemed to be a "Super Majority Event":

(a) Other than in the normal course of business, any grant of a security interest on behalf of the Company or Project Company in any of the Company's or Project Company's assets or properties other than with respect to the Clean Energy Loan;

(b) Other than in the normal course of business, the incurrence of any indebtedness for borrowed money other than the Clean Energy Loan, any prepayment of any indebtedness for borrowed money other than the Clean Energy Loan, or any guarantee by the Company or the Project Company of the obligations of another Person;

(c) Any amendment, alteration, or repeal of any provision of this Agreement or any other constitutive documents of the Company;

(d) Any increase or decrease in the authorized or designated number of Member Interests, or any admission of new Members or determination of the Capital Contribution required from, or the number or type of Member Interests to be issued to, such new Members;

(e) Any creation of or sale or issuance of additional Member Interests or rights to acquire Membership Interests for the purpose of raising additional capital or for any other purpose, other than a Permitted Transfer;

(f) Other than the termination of any such agreements which shall be determined by the Board of Managers, any transaction with any Affiliate of the Company or Member;

(g) Any act in contravention of or not consistent with this Agreement or of or with any other governing document of the Company or a Project Company, or of the Delaware Act;

(h) The Company engaging in any business other than described herein or otherwise necessary in connection with the operation of the Project Company or the Project;

(i) Possession of property of the Company by any Member;

(j) Commingling of Company funds with any Member's own funds;

(k) Any loan from the Company to any Member or Affiliate of a Member;

(l) The sale or refinancing of the Project, the Project Company or the Company, any material asset of the Project Company or the Company, or the merger, consolidation or conversion of the Project Company or Company with or into any partnership, corporation, limited liability company, trust or other entity (other than the merger of the Company into the Project Company following closing under the Purchase Agreement as contemplated by this Agreement);

(m) Voluntary liquidation or dissolution of the Company, except as expressly contemplated by this Agreement;

(n) (1) File any voluntary petition in bankruptcy on behalf of the Company or a Project Company, (2) consent to the filing of any involuntary petition in bankruptcy against the Company or a Project Company, (3) file any petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency with respect to the Company or a Project Company, (4) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a Project Company or a substantial part of its property, (5) make any assignment for the benefit of creditors of the Company or a Project Company, (6) admit in writing the inability of the Company or a Project Company to pay its debts generally as they come due, and (7) take any action on behalf of the Company or a Project Company in furtherance of any such action;

(o) A change in the amount or character of a Member's capital contribution;

(p) Instituting, settling or otherwise compromising any legal action or proceeding on behalf of the Company or the Project Company;

(q) Approval of the Annual Budget or any amendment thereof, except for such required capital repairs and overhauls as may be approved by the Board of Managers, or approval of any financial statements for the Project Company or the Company;

(r) Entry into any material contract by the Project Company or the Company, including any lease of real property or purchase of capital equipment;

(s) Payment in the aggregate of any compensation to employees and consultants to DCE or the Company, other than Advisor Expense ("Compensation Expense") that is not included in the annual budget in projected Compensation Expense and that would result in total Compensation Expense that exceeds the approved annual budget for Compensation Expense by more than 10% of the projected amount;

(t) The retention, or agreement to compensate any professional advisors to the Company or the Project Company (including any agreement to compensation terms) that is not included in the annual budget for Advisor Expense and that would result in total expenditures for Advisor Expense that exceed the approved annual budget by more than 10% of the projected amount;

(u) Except as provided in Article IX, any change in the Management Company;

(v) Making any income tax election or choice of methods for reporting income or loss for income tax purposes or any other material decision for any Tax purpose;

(w) Payment of any distribution, dividend or other payment in respect of the membership interests in the Project Company or the Company that are inconsistent with this Agreement;

(x) Any material expenditure (i.e., individual expenditure in excess of $15,000 or any one or more expenditures that would cause total expenditures to exceed the projected expenses in the approved annual budget by more than 10%) of the Project Company or the Company;

(y) Payment or reimbursement of travel expenses of the Management Company and/or its Affiliates that exceed in the aggregate $20,000 for any calendar year (as such $20,000 amount may be adjusted pursuant to Section 9.7(c) hereof); or

(z) Termination or failure to enforce rights under a major Project agreement, such as a gas sale or gas transportation agreement.

Notwithstanding the foregoing provisions of this Agreement or any other provision of this Agreement, for so long as the Clean Energy Borrowing is outstanding, except with the written consent of PlainsCapital Bank, (i) no action described in subsection (a), (h), (k), (l), or (m) of this Section 9.10 shall be taken by the Company, (ii) no action described in Section 9.14 shall be taken by the Members, and (iii) the Company shall not amend, terminate, encumber, subordinate, assign or voluntarily surrender the City of Dallas Lease.

9.11 Meetings of the Board of Managers.

(i) Meetings of the Board of Managers may be called at any time by any Manager. Notice of any meeting, including the date, time and location, shall be given to all Managers not less than three (3) business days prior to the date of such meeting or such lesser amount of time as is practicable to give all Managers reasonable notice of the meeting.

(ii) Except as otherwise provided by law, a majority of Managers shall constitute a quorum at all meetings of the Board.

(iii) Unless otherwise provided by law or by this Agreement (including, without limitation under Section 9.10), all questions shall be decided with the affirmative vote of a majority of the Board of Managers.

(iv) Any action required to or which may be taken at a meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if a consent, or consents in writing, setting forth the action so taken, shall be signed by Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers entitled to vote thereon were present and voted.

(v) Any Manager or Managers may participate in a meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

9.12 **Reimbursements**. Within 15 days of the receipt of a request therefor, the Company shall reimburse the Members, officers of the Company and the members of the Board of Managers (but not the Management Company or its Affiliates, it being understood that its rights payments and reimbursements are set forth exclusively in Section 9.7 hereof), for all reasonable out-of-pocket expenses incurred by them on behalf of the Company. Any policy adopted by the Board of Managers as to which expenses may be reimbursed to the officers of the Company and the members of the Board of Managers, and the amount of such expenses, shall be conclusive. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution to any Member in respect of its Member Interest.

9.13 **Transactions with Affiliates.** Subject to approval in accordance with the provisions of Section 9.10 hereof, the Company is specifically authorized to engage in transactions from time to time with any Member, any Affiliate of any Member, any officer of the Company, or any Manager or member of the Board of Managers. No contract or transaction between the Company and one or more Members, Affiliates of Members, officers of the Company, Managers or members of the Board of Managers, or between the Company and any Person in which one or more of the Members, Affiliates of Members, officers of the Company, Managers or members of the Board of Managers are managers, officers, directors, or have a financial interest, shall be void solely for this reason.

9.14 **Amendments**. Subject to the last paragraph of Section 9.10 so long as it is applicable, any amendments to this Agreement shall be adopted and be effective as an amendment hereto only if approved in writing by Members holding at least eighty percent (80%)

of the Member Interests then outstanding; provided, however, that the revision of Schedule A hereto as necessary to accurately reflect the names, addresses and number and type of Member Interests owned by each Member (including the addition of any new Member or Withdrawal of any Member pursuant to the terms of this Agreement) and the exercise of the Option, as each may change from time to time in accordance with the terms of this Agreement, may be made by the Board of Managers acting alone and shall not require the approval of any Member.

9.15 **Meetings of the Members**.

(i) Meetings of the Members may be called at any time by the Primary Manager or the Board of Managers. Notice of any meeting, including the date, time and location, shall be given to all Members not less than five (5) days nor more than thirty (30) days prior to the date of such meeting. Each Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact.

(ii) Unless otherwise provided by law or by this Agreement, Members who hold a majority of the Member Interests then outstanding shall constitute a quorum at all meetings of the Members.

(iii) Unless otherwise provided by law or by this Agreement, all questions shall be decided by an affirmative vote of the Members who hold a majority of the Member Interests (determined percentage interest in Profits (and Losses) then outstanding present in person at the meeting and entitled to vote on the question.

(iv) Any action required to or which may be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent, or consents in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

(v) Any Members may participate in a meeting of the Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

ARTICLE X
INDEMNIFICATION

10.1 Liability.

(a) Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) No Member shall have liability for the debts and obligations of the Company except as required by law.

10.2 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence, willful misconduct or material violation of this Agreement.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

10.3 Duties and Liabilities of Covered Persons. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement.

10.4 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions or material violation of this Agreement; provided, however, that any indemnity under this Section 10.4 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

10.5 Expenses. To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time (within thirty (30) days following receipt of an invoice therefor), be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 10.4 hereof.

10.6 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Board of Managers shall deem reasonable, on behalf of Covered Persons and such other Persons as the Board of Managers shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Board of Managers and the Company may enter into indemnity contracts with Covered Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 10.5 hereof and containing such other procedures regarding indemnification as are appropriate.

ARTICLE XI
REMEDIES

11.1 Equitable Remedies. The Members acknowledge and agree that in the event of a breach or threatened breach of this Agreement by any Member, the remedy at law in favor of the other Members will be inadequate and each such other Member, in addition to all other remedies which may be available to it, and notwithstanding anything herein to the contrary, shall have the right to specific performance in the event of any breach of the Agreement or to injunctive relief in the event of any threatened breach of the Agreement by any other Member. The reasonable costs and expenses, including attorneys' fees, of the prevailing party in any dispute arising under this Agreement shall be promptly paid by the non-prevailing party or parties.

ARTICLE XII
TAX MATTERS

12.1 Tax Matters Member.

(a) The Members shall, if necessary for the partnership-level determination rules of Code Sections 6221 through 6234 to apply to the Company, cause the Company to make and keep in effect an election under Code Section 6231(a)(1)(B)(ii), which election shall be effective beginning with the first taxable year of the Company, to have the provisions of Sections 6221 through 6234 of the Code apply to the Company and its Members. A Member designated by the Board shall serve as the "tax matters partner" of the Company within the meaning of Section 6231(a)(7) of the Code (such Member, acting in such capacity, the "Tax Matters Member"), and such Member shall serve as Tax Matters Member of the Company until its successor is duly designated by the Board. The Tax Matters Member shall not take any action

that may be taken by a "tax matters partner" under Code Section 6221 through 6234 unless (i) it has first given the other Members written notice of the contemplated action at least ten (10) Business Days prior to the applicable due date of such action and (ii) it has received the written consent of holders of a majority of the Member Interests to such contemplated action. Without limiting the foregoing, the Tax Matters Member shall not enter into any extension of the period of limitations for making assessments on behalf of the Members without first obtaining the written consent of holders of a majority of the Member Interests. The Tax Matters Member shall not bind any Member to a settlement agreement without first obtaining the written consent of such Member. The Tax Matters Member shall file or cause to be filed the Company's income tax returns on a timely basis.

(b) The Tax Matters Member shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member. The Tax Matters Member shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6231(a)(8) of the Code. The Tax Matters Member shall promptly (and in any event within ten (10) days) forward to each other Member copies of all significant written communications it may receive in such capacity.

(c) The Tax Matters Member shall be indemnified by the Company with respect to any action taken by him in its capacity as Tax Matters Member by applying, *mutatis mutandis*, the provisions of Article X.

12.2 Section 754 Election, Etc. The Board of Managers, upon the written request of any Member, shall direct the Tax Matters Member to make (and the Tax Matters Member shall make), on behalf of the Company, an election under §754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of §734 of the Code, and in the case of a transfer of a Company interest within the meaning of §743 of the Code. No election made by the Company under §754 shall be revoked without the consent of holders of a majority of the Member Interests outstanding. Each Member shall, upon request of the Tax Matters Member, supply the information necessary to give effect to such election. Subject to Section 12.3, the Tax Matters Member shall make all other elections in respect of Taxes solely as directed by the Board in accordance with Section 9.10(v).

12.3 Taxation of Company. The Company shall be treated as a partnership for U.S. federal and state income tax purposes, and no Member or Manager shall take any action to cause the Company not to be so treated without the approval of a majority of the Managers and the prior written consent of the holders of a majority of the Member Interests; *provided, however,* except where the Company ceases to be so treated as a partnership in connection with an initial public offering of equity interests in the Company or its successor, the Company shall make arrangements as the Board of Managers in its reasonable discretion determines to be necessary such that the cessation of such treatment of the Company does not materially adversely affect (as determined on an after-income tax basis taking into account all relevant factors) any Member that did not consent to such cessation of such treatment.

ARTICLE XIII
TRANSFER OF INTERESTS

13.1 Option to Cambrian McCommas Bluff to Purchase Member Interests from Clean Energy.

a. Option. Clean Energy hereby grants to Cambrian McCommas Bluff an exclusive, non-assignable option (the "Option") to purchase Member Interests owned by Clean Energy up to and including a percentage ownership in the Profits, Losses and distributions of the Company equal to nineteen percent (19%). The purchase price upon exercise of the Option for each Member Interest entitled to a one percent (1%) ownership in the Profits, Losses and distributions of the Company shall be Three Hundred Sixty-Eight Thousand Dollars ($368,000) for an aggregate purchase price if all of such nineteen percent (19%) Member Interests are purchased of Six Million Nine Hundred Ninety-Two Thousand Dollars ($6,992,000). The Option may be exercised in whole or in part (but only in 1% Member Interest increments) at any time or from time-to-time during the ten-year period commencing on the last to occur of the Closing Date or the date on which the Clean Energy Loan has been paid in full in cash or by wire transfer of immediately available funds. The Option may be exercised by the giving of written notice by Cambrian McCommas Bluff to Clean Energy in which the percentage Member Interests to be purchased by Cambrian McCommas Bluff shall be specified.

b. Payment. Payment for such Member Interests shall be paid in full in cash or by wire transfer of immediately available funds by Cambrian McCommas Bluff to Clean Energy on or before thirty (30) days following the giving of each written exercise of the Option by Cambrian Energy McCommas Bluff. Schedule A to this Agreement shall be amended to reflect the current Member Interests in the Company following each purchase of Member Interests by Cambrian McCommas Bluff from Clean Energy pursuant to an exercise of the Option.

13.2 Transfers by Members.

a. General. Except as otherwise expressly provided or permitted by this Agreement (including the transfer of Member Interests pursuant to the Option), no Member shall assign, transfer, sell, exchange, give by gift, hypothecate, mortgage, encumber, grant a proxy that confer discretionary authority upon the proxy, or otherwise dispose of all or any portion of the Member Interest of the Member or suffer the same to be encumbered,

charged or taken involuntarily (collectively, a "Disposition"). Any Disposition by a Member of any portion of the Member Interest of the Member must involve a transfer of both the financial rights and the governance rights relating to the transferred Member Interest, unless such transfer is approved by the Board of Managers. Any Disposition which is not made pursuant to and in accordance with the terms and conditions of this Agreement shall be void and of no effect and shall vest no right, title or interest in the transferee.

b. Permitted Transfers. Notwithstanding anything in this Agreement to the contrary, subject to the satisfaction of the additional conditions specified in this subsection, the following Dispositions are hereby specifically permitted, will not require the advance written consent of the Members or the Board of Managers, and will not trigger or create purchase options or other options or obligations under this Agreement provided such Disposition is not a Prohibited Transfer ("Permitted Transfers"):

i. Transfers of part or all of a Member Interest by a Member (A) to or from any entity all the equity securities and voting securities of which are directly or indirectly owned and controlled by such Member or a Person who, as of the date of this Agreement, owns and controls more than fifty percent (50%) of all the equity securities and voting securities of such Member or (B) to PlainsCapital Bank pursuant to foreclosure under any pledge in connection with the Clean Energy Borrowing (a Person described in the immediately preceding subclause (A) or (B), a "Permitted Transferee") and between or among their respective Permitted Transferees are hereby specifically permitted, will not require the advance written consent of the Members or the Board of Managers and will not trigger or create any purchase options or other options or obligations under this Agreement.

In each such situation, the Disposition will only be permitted if, prior to completion of such Disposition, the following shall be provided to the Board of Managers:

(1) A written agreement of the transferee, in form and substance satisfactory to the Board of Managers, to be bound by this Agreement, which shall include an agreement by the transferee to execute any and all other documents that the Board of Managers may deem necessary or appropriate to effect and evidence such transfer and the agreements indicated above.

(2) Unless waived in writing by the Company, an opinion of counsel, satisfactory in form and substance to the Board of Managers, that the Permitted Transfer will not terminate the Company or impair its ability to be taxed as a partnership, and that the transfer constitutes an exempt transaction and does not require registration under applicable securities laws.

(3) As it relates to pledges of a Member Interest by a Member, the above requirements (1) and (2) shall be deemed satisfied (i) with respect to any foreclosure under a pledge to PlainsCapital Bank in connection with the Clean Energy Borrowing and PlainsCapital Bank shall be deemed to have agreed to be bound by this Agreement and (ii) in the case of any other pledge, to the extent that the pledgee commits to comply with the above requirements in the event that the pledgee shall ever foreclose on the pledged Member Interest.

ii. A transfer by Clean Energy of its Member Interest to Cambrian McCommas Bluff from time-to-time pursuant to an exercise of the Option or otherwise pursuant to this Article XIII.

iii. Any other transfer by a Member of its Member Interest that has been approved in writing by the other Member.

c. Voluntary Transfers. Except for Permitted Transfers, a Member may not assign or transfer all or any portion of the Member Interest of the Member except in accordance with the following:

i. Notice Required. A Member proposing to transfer all or a portion of the Member Interest of the Member (the "Transferring Member") shall be required to provide written notice to all other Members and the Board of Managers of the Company. The written notice (the "Transfer Notice") shall specify the Member Interest proposed to be transferred (the "Transfer Interest"), the name and address of the proposed transferee, the price and payment terms, and any other terms and conditions of the transfer, together with a representation, covenant and warranty that the proposed transferee's offer to purchase the Transfer Interest is genuine.

ii. Right of First Refusal. Delivery of the Transfer Notice to the Members shall create an option in favor of all Members other than the Transferring Member (the "Remaining Members") to acquire all, but not less than all, of the Transfer Interest upon the terms set forth in the Transfer Notice as follows:

iii. Option Terms and Exercise. Terms of this option shall be the same as those specified in the Transfer Notice. The Remaining Members shall have the option rights to purchase the Transfer Interest. Unless otherwise agreed among the Remaining Members, each Remaining Member may purchase that percentage of the Transfer Interest which bears the same ratio as the Member Interests of such Remaining Member bears to the Member Interests of all Remaining Members. If a Remaining Member desires to exercise its option to purchase the Transfer Interest, it will give written notice of exercise of the option to the Company, within thirty (30) days (fifteen (15) days in the case of a notice given by PlainsCapital Bank with respect to a Transfer Interest acquired by foreclosure of a pledge in connection with the Clean Energy Borrowing) after receipt of the Transfer Notice. In the event that a Remaining Member does not purchase the full amount of the Transfer Interest that such Remaining Member is entitled to purchase, the other Remaining Members may purchase the excess on a pro rata basis, and the thirty (30) day period or fifteen (15) day period applicable as specified above shall be extended as necessary to accommodate this process, but in no event shall it be extended beyond fifteen (15) days after the expiration of the thirty (30) day period or fifteen (15) day period applicable as specified above.

iv. **Failure to Exercise Option.** Absent exercise of the option by all or a portion of the Remaining Members with respect to the entire Transfer Interest, any partial acceptance shall be invalid and, upon expiration of the option period provided to the Remaining Members above, the Transferring Member may then transfer the Transfer Interest as proposed, provided (a) such transfer is completed within thirty (30) days thereafter, (b) such transfer does not occur on terms more favorable to the transferee than the terms upon which the Transfer Interest was offered to the Remaining Members, and (c) prior to completion of such transfer, the following shall be provided to the Board of Managers:

(1) A written agreement of the proposed transferee, in form and substance satisfactory to the Board of Managers, to be bound by this Agreement and all other agreements applicable to the Members, which shall include an agreement by the proposed transferee to execute any and all other documents that the Board of Managers may deem necessary or appropriate to effect and evidence such transfer and to confirm that the proposed transferee and the Transfer Interest are subject to and bound by this Agreement. If the proposed transferee does not provide such a written agreement, the proposed transferee shall retain the "financial rights" which relate to the Transfer Interest, but shall be deemed to have forfeited all "governance rights" which relate to the Transfer Interest.

(2) An opinion of counsel, satisfactory in form and substance to the Board of Managers, that the transfer will not terminate the Company or impair its ability to be taxed as a partnership and that the transfer constitutes an exempt transaction and does not require registration under applicable securities laws.

d. **Involuntary Transfers.**

i. **General.** In the event of any involuntary sale or any other involuntary Disposition whatsoever of part or all of the Member Interest of any Member other than as permitted by this Agreement (hereinafter referred to as the "Involuntary Transfer"; it being understood, however, that any Transfer to PlainsCapital Bank pursuant to foreclosure under a pledge in connection with the Clean Energy Borrowing shall not be considered an Involuntary Transfer), the Member whose Member Interest is subject to such Involuntary Transfer shall be required to send written notice to the Board of Managers and all Members describing in reasonable detail such Involuntary Transfer, including the identity of the involuntary transferee (the "Involuntary Transferee") and the circumstances of the Involuntary Transfer (for example, foreclosure of pledge, divorce decree, etc.).

ii. **Purchase Option.** Upon the occurrence of an Involuntary Transfer, the Remaining Members shall have the option, exercisable by written notice to the Member undergoing the Involuntary Transfer (hereinafter referred to as the "Involuntary Transferor") or to its successor or legal representative, as appropriate, to purchase all or any portion of the Member Interest of the Involuntary Transferor which is subject to the Involuntary Transfer (the "Involuntary Transfer Interest"). The purchase price and payments terms to be paid to the Involuntary Transferor shall be as set forth in subsections e and f hereof; provided however, that for purposes of establishing the purchase price to be paid for the Transfer Interest, the following shall apply:

(1) Immediately upon occurrence of the Involuntary Transfer, the parties shall commence the process for determining the purchase price for the Involuntary Transfer Interest in accordance with Section 13.2.e;

(2) The "selling party" under Section 13.2.e shall be the Involuntary Transferee, and the "purchasing party" shall be the Remaining Members; and

(3) Decisions to be made by the purchasing party shall be as decided by those Remaining Members representing a majority of the Member Interests held by all Remaining Members.

iii. **Exercise and Allocation of Option Among Members.** The Remaining Members shall have until ninety (90) days (in the aggregate) after determination of the purchase price within which to exercise all or any portion of this option, it being expressly understood that less than all of the Involuntary Transfer Interest may be purchased. Any interest acquired under this option shall be acquired by the Remaining Members pro rata based on their Member Interest Percentages immediately prior to the exercise of the option. Exercise of the option shall be made by written notice delivered to the Board of Managers and the Involuntary Transferor.

iv. **Failure to Exercise Option.** Upon expiration of the option period provided to the Remaining Members above, an Involuntary Transfer of that portion of the Involuntary Transfer Interest not elected to be purchased by the Remaining Members will occur, and such interest shall be transferred in accordance with the provisions set forth in the Delaware Act. The Involuntary Transferee shall be obligated to provide the following to the Board of Managers:

(1) A written agreement of the Involuntary Transferee, in form and substance satisfactory to the Board of Managers, to be bound by this Agreement and all other agreements applicable to the Members, which shall include an agreement by the Involuntary Transferee to execute any and all other documents that the Board of Managers may deem necessary or appropriate in order to effect and evidence such transfer and to confirm that the Involuntary Transferee and the Involuntary Transfer Interest are subject to and

bound by this Agreement. If the Involuntary Transferee does not provide such a written agreement, the Involuntary Transferee shall retain the "financial rights" which relate to the Involuntary Transfer Interest, but shall be deemed to have forfeited all "governance rights" which relate to the Involuntary Transfer Interest.

(2) An opinion of counsel, satisfactory in form and substance to the Board of Managers, that the Involuntary Transfer will not terminate the Company or impair its ability to be taxed as a partnership and that the Involuntary Transfer constitutes and exempt transaction that does not require registration under applicable securities laws.

e. **Purchase Price for Involuntary Transfer Interest**. In the case of an Involuntary Transfer, the purchase price shall be equal to the fair market of the Member Interest to be sold, determined in accordance with the following:

i. **Mutual Agreement.** The selling party and the purchasing party shall, for a period of thirty (30) days following the last to expire applicable option period, attempt to mutually agree upon the gross fair market value of the assets of the Company. If the selling party and the purchasing party are not able to agree within this thirty (30) day period, fair market value shall be determined by appraisal.

ii. **Appraisal.** For a period of seven (7) days following expiration of the thirty (30) day period specified in the above paragraph, the selling party and the purchasing party shall attempt to mutually agree upon an appraiser. If the parties agree upon the identity of the appraiser, the appraiser shall determine the gross fair market value of the assets of the Company other than money. If the parties are not able to reach agreement within such seven (7) day period, each shall identify an appraiser, the appraisers identified by the selling party and purchasing party shall select a third appraiser, and the third appraiser shall determine the gross fair market value of the assets of the Company. The costs and expense of the appraiser(s) shall be paid one-half by the selling party and one-half by the purchasing party.

iii. **Involuntary Transfer Purchase Price.** The purchase price shall equal seventy-five percent (75%) of the amount that the Board of Managers in its discretion determines would be distributed with respect to the Involuntary Transfer Interest if the Company were dissolved, its affairs wound up, its assets other than money were sold for cash equal to their gross fair market value as determined by appraisal as set forth above, all distributions permitted under Section 7.1 were made, and thereafter the remaining assets of the Company were applied and distributed in accordance with Section 15.3(b).

f. **Payment Terms**. Unless otherwise agreed to by the parties, any payment made pursuant to an exercise of an option to purchase an Involuntary Transfer Interest shall be made in cash within thirty (30) days from the date of exercise of the option to purchase.

13.3 **Prohibited Transfers**. In the case of a Transfer or attempted Transfer of Member Interests that is not permitted by, or is not made in compliance with, this Article XIII (a "Prohibited Transfer"), such transfer shall be void and the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that the Company and any of such indemnified Members may incur (including, without limitation, incremental tax liabilities, attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby. The term "Prohibited Transfer" shall include any Disposition of a Member Interest without the approval of a majority of the Managers (i) to a competitor or Affiliate of a competitor of Clean Energy in the CNG or LNG refueling business, (ii) to a foreign person or tax-exempt entity or (iii) if as a result of such Disposition the Company would cease to be treated as a partnership for U.S. federal income tax purposes or for such purposes be treated as a publicly traded partnership (other than in connection with an initial public offering of interests in the Company or its successor), be considered to hold "plan assets" within the meaning of the Employee Retirement Income Security Act of 1974, as amended, be an "investment company" within the meaning of the Investment Company Act of 1940, as amended, or become subject other regulatory scheme that would impose material expense or material burden upon the Company (other than in connection with an initial public offering of interests in the Company or its successor).

13.4 **Rights of Unadmitted Assignees**. A Person who acquires Member Interests but who is not admitted as a substituted Member pursuant to Section 13.5 hereof shall be entitled only to allocations and distributions with respect to such Member Interests in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect any books or records of the Company, and shall not have any of the rights of a Member under the Delaware Act or this Agreement; provided, however, PlainsCapital Bank shall be deemed to be admitted as a Member with all rights and obligations under this Agreement and to have accepted and adopted all terms and provisions of this Agreement with respect to any Member Interest acquired by PlainsCapital Bank by foreclosure under a pledge in connection with the Clean Energy Borrowing, without the need to comply with the provisions of Section 13.5, including without limitation all rights and obligations of Clean Energy under this Agreement.

13.5 **Admission of Substituted Members**. In addition to the other provisions of this Article XIII, a transferee of Member Interests may be admitted to the Company as a substituted Member only upon satisfaction of all of the conditions set forth in this Section 13.5:

(a) The Member Interests with respect to which the transferee is being admitted were acquired by means of a Transfer permitted by this Article XIII;

(b) The transferee of Member Interests (other than, with respect to clauses (i) and (ii) below, a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Board (and, in the case of clause (iii) below, the transferor Member), (i) make representations and warranties customary for transactions of a similar type to each nontransferring Member, (ii) accept and adopt the terms and provisions of this Agreement, including this Article XIII, and (iii) assume the obligations of the transferor Member under this Agreement with respect to the transferred Member Interests. The transferor Member shall be released from all such assumed obligations except (x) those obligations or liabilities of the transferor Member arising out of a breach of this Agreement, and (y) those obligations or liabilities of the transferor Member based on events occurring, arising or maturing prior to the date of Transfer;

(a) The transferee pays or reimburses the Company for all reasonable legal, filing, and other costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the transferred Member Interests; and

(b) The transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Board reasonably deems necessary or appropriate to effect, and as a condition to, such Transfer, including amendments to the Certificate of Formation of the Company or any other instrument filed with the State of Delaware or any other state or Governmental Authority.

In the event that one or more of the foregoing conditions is not met but a transferee nonetheless acquires Member Interests in the Company, such transferee shall have only the rights of an unadmitted assignee as described in Section 13.4.

13.6 Representations Regarding Transfers; Legend.

(a) Each Member hereby represents to, and covenants and agrees with, the Company, for the benefit of the Company and all Members, that (i) it is not currently making a market in the Member Interests and will not in the future make a market in the Member Interests without the prior written approval of the Board, (ii) it will not Transfer its Member Interests on an established securities market, a secondary market (or the substantial equivalent thereof) within the meaning of Code Section 7704(b) (and any Treasury Regulations, proposed Treasury Regulations, revenue rulings, or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published thereunder), and (iii) in the event such Treasury Regulations, revenue rulings, or other pronouncements treat any or all arrangements which facilitate the selling of Member Interests and which are commonly referred to as "matching services" as being a secondary market or substantial equivalent thereof, it will not Transfer any Member Interests through a matching service that is not approved in advance by the Board. Each Member further agrees that it will not Transfer any Member Interests to any Person unless such Person agrees to be bound by this Section 13.6(a) and to Transfer such Member Interests only to Persons who agree to be similarly bound.

(b) Each Member hereby represents and warrants to the Company and the other Members that such Member's acquisition of Member Interests is or was made as principal for such Member's own account and not for resale or distribution of such Member Interests. Each Member hereby agrees that the following legend may be placed upon any counterpart of this Agreement or any certificate or other document or instrument evidencing ownership of Member Interests:

> THE MEMBER INTERESTS REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. THESE MEMBER INTERESTS HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. SUCH MEMBER INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, ASSIGNED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH SECURITIES UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS THE HOLDER SHALL HAVE OBTAINED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.
>
> THE MEMBER INTERESTS REPRESENTED BY THIS DOCUMENT ARE SUBJECT TO FURTHER RESTRICTION AS TO THEIR SALE, TRANSFER, PLEDGE, HYPOTHECATION, OR ASSIGNMENT AS SET FORTH IN THE COMPANY'S LIMITED LIABILITY COMPANY AGREEMENT.

The Company shall cause such legend to be removed at such time as the Company is advised by its counsel that such legend may be removed, or the Company has received an opinion of counsel to a Member, in form and substance reasonably satisfactory to the Company, that such legend may be removed.

(c) Each Member represents and warrants to the Company and each other Member that such Member is duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation and the execution, delivery and performance by it of this Agreement is within its powers, has been duly authorized by all necessary corporate or other action on its behalf, requires no action by or in respect of, or filing with, any governmental body, agency or official, and does not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which such Member is a party or by which such Member or any of its properties is bound. This Agreement constitutes a valid and binding agreement of such Member, enforceable against such Member in accordance with its terms.

(d) Cambrian McCommas Bluff represents and warrants to Clean Energy that (i) Evan Williams and his sibling Tudor Williams each beneficially owns and controls forty-two and one-half percent (42.5%), and the son of Evan Williams, Rhys Williams, beneficially owns

and controls fifteen percent (15%) of each of the equity securities and voting securities of Cambrian McCommas Bluff, (ii) no other Persons has any beneficial ownership or control of any equity securities or voting securities of Cambrian McCommas Bluff (or any right to acquire ay such beneficial ownership or control), (iii) Cambrian Energy Development owns all of the equity securities and voting securities of Cambrian Energy Management, and (iv) the individuals identified in clause (i) of this Section 13.6(d) control Cambrian Energy Development and Cambrian Energy Management.

(e) The foregoing representations, warranties and agreements shall survive the date of the Member's admission to the Company, any cessation of its status as a Member, and any dissolution, termination or liquidation of the Company.

13.7 Distributions and Allocations in Respect of Transferred Member Interests. If any Member Interests are Transferred in compliance with the provisions of this Article XIII, profits, losses, each item thereof, and all other items attributable to the transferred Member Interests for such allocation year shall be divided and allocated between the transferor and the transferee by taking into account their varying Member Interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Board. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Neither the Company nor any Member, Manager or officer shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 13.7, whether or not any Member, Manager or officer or the Company has knowledge of any Transfer of ownership of any Member Interests.

13.8 Drag-Along. In the event one or more Member(s) (the "Dragging Member") proposes a sale of all Member Interests owned by such Member(s), which Member Interests constitutes at least fifty-one percent (51%) of the outstanding Member Interests of the Company, in one or more related transactions to a bona fide third party purchaser on an arm's length basis, the Dragging Member will have the right (the "Drag-Along Right") to require all (but not less than all) of the other Members (each a "Drag-Along Member" and collectively, the "Drag-Along Members") to sell all their Member Interests by providing a notice (the "Drag-Along Notice") to the Drag-Along Members. The Drag-Along Notice shall include: (i) a statement of the Dragging Member's bona fide intent to sell the requisite number of Member Interests, (ii) the name and address of the proposed purchaser, (iii) the total consideration to be paid by the purchaser for Member Interests collectively, which must be in cash or obligations to pay cash, (iv) the other terms and conditions of the proposed transfer including the closing date of the transaction, and (v) such other information as the recipient of the Drag-Along Notice may reasonably request. Notwithstanding the terms of any offer of the proposed purchaser or in the Drag-Along Notice, the amount of any consideration payable to Members with respect to Member Interests shall be allocated (i) first to Clean Energy in the amount the Adjusted Capital Return, determined as of the date of transfer, and (ii) thereafter among Members in proportion to their respective numbers of Member Interests. The Drag-Along Rights may be exercised without following the requirements of Section 13.2 c and, if a Drag-Along Notice is given, the procedures of Section 13.9 may not be invoked unless and until there is not reasonable possibility that a sale pursuant to the Drag-Along Notice will occur.

13.9 Buy-Sell. After December 31, 2009, a Member (the "Initiating Member") desiring to acquire all of the Member Interests of the remaining Members may provide a written notice ("Buy/Sell Notice") to the remaining Members (the "Target Members") setting forth the Stated Value (as hereinafter defined) and stating that the Initiating Member will either sell all of the Initiating Member's Member Interests or purchase all of the Member Interests of the Target Members at the price determined based on the Stated Value. For purposes of this paragraph, (i) the "Stated Value" contained in the Buy/Sell Notice will be a hypothetical cash price for all the assets of the Company without assumption of funded indebtedness of the Company, and (ii) the price payable to a selling Member shall be the amount that the selling Member (be that the Initiating Member or the Target Members) would receive with respect to the Member Interests of such selling Member upon dissolution of the Company following a sale of all assets of the Company for cash in the amount of the Stated Value. Upon a sale pursuant to a Buy/Sell Notice, each selling Member and its Affiliates also shall be repaid all indebtedness of the Company to such Member or its Affiliates to the extent there would be funds available to pay such indebtedness upon such a sale at the Stated Value. Each Target Member will reply in writing to the other Members and the Company within one-hundred eighty (180) days of receiving a Buy/Sell Notice as to whether the Target Member will sell the Target Member's Member Interests to the Initiating Member or purchase the Initiating Member's Member Interests. Failure by the Target Member to respond in writing within said one-hundred eighty (180) day time period will be deemed an election by the Target Member to sell the Target Member's Member Interests to the Initiating Member. The purchase and sale of the Member Interests under this paragraph will be consummated within ninety (90) days after the termination of the one-hundred eighty (180) day notice period. The purchase price for the Member Interests and any indebtedness of a selling Member payable as set forth above will be paid in immediately available funds. Notwithstanding the foregoing, (i) except as otherwise agreed by the Company, any liability of the selling Member or its Affiliates to the Company (including any liability for damages) shall survive the sale of its Member Interests and (ii) except as otherwise agreed by the Purchasing Members, any liability of the selling Member or its Affiliates to the purchasing Members (including any liability for damages) shall survive the sale of its Member Interests. For so long as the Clean Energy Borrowing is outstanding, a condition precedent to closing a Transfer pursuant to this Section 13.9 shall be payment in full of the Clean Energy Borrowing and all amounts payable by Clean Energy in connection therewith.

ARTICLE XIV
ADMISSION AND WITHDRAWAL OF MEMBERS

14.1 Admission of Members. Notwithstanding any other provision of this Agreement to the contrary, no additional Person, other than an Affiliate of a Member (including an Assignee), that acquires a Member Interest (including any Member Interests), shall be admitted to the Company as a Member without the unanimous approval of the Board, which approval may be given or withheld in the Board's sole discretion, subject to Section 9.10. An Assignee, in its capacity as such, of a Member Interest shall only be entitled to receive allocations and distributions pursuant to Articles VI and VII and shall not have any other rights or powers of a Member, including any voting rights. Until an Assignee becomes a Member, the transferring Member from which such Assignee received its Member Interest shall not have the right to receive allocations or distributions pursuant to Articles VI and VII.

14.2 Admission of Transferee Affiliate. An Affiliate shall be admitted to the Company as a Member, effective immediately prior to such transfer; provided that such transferee shall have furnished to the Board acceptance, in form satisfactory to the Board, of all the terms and conditions of this Agreement and such other documents as the Board shall reasonably request.

14.3 Withdrawal of Members. Except following the transfer of its Member Interest as provided in Article XIII and the admission of its transferee as a Member pursuant to Section 13.5, a Member may not withdraw from the Company.

14.4 Amendment of this Agreement. Following the admission to the Company of any successor transferee, Affiliate or new Member, the Board shall take all steps necessary and appropriate to prepare and record or file, if necessary, as soon as practicable, an amendment to this Agreement and other filings relating thereto.

ARTICLE XV
DISSOLUTION AND LIQUIDATION

15.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) the entry of a decree of judicial dissolution under the Delaware Act; or

(b) upon the vote required by Section 9.10.

The Company shall not be dissolved upon the resignation, expulsion, bankruptcy or dissolution of a Member.

15.2 Notice of Dissolution. Upon the dissolution of the Company, the Board of Managers shall promptly notify the Members of such dissolution.

15.3 Liquidation.

(a) General. Upon dissolution of the Company, the Board of Managers or a Manager designated by the Board, as liquidating trustee, shall immediately commence to wind up the Company's affairs (a "Liquidation"); provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal Losses attendant upon a Liquidation. The Members shall continue to share Profits and Losses of the Company during liquidation in the same manner, as specified in Article VI hereof, as is applicable before Liquidation.

(b) Distribution of Company Assets. The proceeds of Liquidation, after payment of all liabilities, indebtedness, accrued compensation owed to employees and consultants of the Company under contractual arrangements or employee benefit plans entered into in the ordinary course of business prior to the Company's dissolution and other obligations of the Company and after the provision of any reserve as determined by the Board of Managers, shall be distributed in accordance with Section 7.2.

15.4 No Deficit Restoration Obligation. In the event that any Member has a deficit balance in its Capital Account following the liquidation of the Company, as determined after taking into account all Capital Account adjustments for the Fiscal Year in which such liquidation occurs, in no event shall such Member be required to contribute additional capital to the Company or pay any other Member or third party, to offset such deficit balance.

ARTICLE XVI
GENERAL PROVISIONS

16.1 Addresses and Notices. Any notice, demand, request or report required or permitted to be given or made to a Member or a Manager under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by United States registered or certified mail, return receipt requested, or by a reputable courier service to the Member or the Manager at the address described below. Notices and other communications provided for herein shall be in writing and shall be delivered or sent as hereinabove provided to the Members at their respective addresses set forth on Schedule A hereto and to the Managers at the addresses provided to the Company and maintained by the Secretary. A Member may at any time or from time to time designate, by notice to the Company, another address in lieu of the address specified herein or in any previous designation pursuant to this sentence. Any notice to the Company shall be deemed given if received by the Board at the principal office of the Company.

16.2 Amendment. This Agreement may not be amended or terminated except as set forth in Section 9.14.

16.3 Titles and Captions; Construction. All article and section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and shall in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" and "Sections" are to articles and sections of this Agreement. The language of this Agreement is the language chosen by the parties to express their understanding and agreement, and shall not be construed strictly against any party.

16.4 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Members, the Managers, their spouses, and their respective heirs, executors, administrators, personal or legal representatives, successors and permitted assigns.

16.5 No Third-Party Beneficiaries. Except as otherwise specifically provided herein or in any other agreement making a reference to this Agreement, none of the provisions of this Agreement shall be for the benefit of or enforceable by any Person (including any creditor of the Company) other than the parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors, and permitted assigns.

16.6 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

16.7 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

16.8 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

16.9 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement, notwithstanding that all such parties are not signatories to the original or the same counterpart.

16.10 Governing Law. This Agreement shall be an agreement under seal governed by and interpreted and construed in accordance with the internal laws of the State of Delaware, without reference to principles of conflicts or choices of laws.

16.11 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

16.12 Invalidity of Provisions. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

16.13 **Conflicts.** The Members acknowledge that their respective affiliates, officers, directors, partners, members and stockholders presently, and in the future will invest in, own, acquire, develop, manage and operate other energy projects or energy technologies and engage in other business activities which may be similar to or in competition with the Projects. This Agreement is not intended to confer any interest in profits, income or participation in those other ventures and the Members waive any conflict of interest that may arise and relinquish any right or claim in any income or profits from any other business venture of the other Members. However, the members may mutually elect from time to time to jointly acquire or develop additional energy projects. The Members further acknowledge that Evan Williams is an attorney

with the law firm of Poindexter & Doutre, Inc. in Los Angeles, California, which law firm has represented Evan Williams and Cambrian for many years and represented Cambrian in connection with some of the Projects. To the extent that Poindexter & Doutre, Inc., through Evan Williams or any other attorney at Poindexter & Doutre, Inc., currently represents Cambrian or Cambrian McCommas Bluff, or both, a conflict of interest may exist with previous work in drafting certain of the legal documents pertaining to the Project. Further, Evan Williams, through his ownership in Cambrian, will indirectly have an interest in Cambrian McCommas Bluff and the Project. Rules 3-300, 3-310 and 3-600 of the Rules of Professional Conduct of the State Bar of California prohibit an attorney from acquiring an interest adverse to a client unless (i) the transaction and its terms are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner which should be reasonably understood by the client; and (ii) the client is advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and (iii) the client thereafter consents in writing to the terms of the transaction.

Each of the Members by signing a copy of this Agreement acknowledges that (i) it is aware of the conflict of interest that exists to the extent that either Evan Williams or Poindexter & Doutre, Inc. performs or has performed legal services either directly or indirectly for the benefit of any of Cambrian, Cambrian McCommas Bluff, the Company or any of their respective Affiliates, (ii) it has sought the advice of independent legal counsel in entering into this Agreement and the transactions contemplated hereby, and (iii) it consents to Evan Williams and Poindexter & Doutre, Inc. (including other individual attorneys thereof) performing legal services directly or indirectly for the benefit of any of Cambrian, the Company, the Project Company and/or any of their respective Affiliates.

16.14 **Legal Fees.** Third party legal fees and costs incurred by the parties in connection with the documentation of this Agreement shall be paid by such parties and not by the Company. In the event proceedings shall be instituted to rescind, declare, interpret or enforce any right arising hereunder, the prevailing party shall be entitled to recover expenses incurred therein including reasonable attorney fees.

16.15 **Disputes.** In the event a dispute develops between the members, the CEO or equivalent of each Member shall first meet to try to resolve the matter. In the event the Members are unable to resolve the matter, any action to enforce or interpret this Agreement or to resolve disputes between the Members or by or against any Member (unless the relief sought requires the exercise of the equity powers of a court of competent jurisdiction) shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at Los Angeles, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this CE Dallas Renewables LLC Limited Liability Company Agreement

MEMBERS:

Clean Energy

By: /s/ Richard R. Wheeler
Richard R. Wheeler, Chief Financial Officer

Cambrian Energy McCommas Bluff LLC

By: /s/ Evan Williams
Evan Williams, Manager

Schedule A

MEMBERS

Name and Address of Member	Capital Contribution	Member Percentage Interest

Clean Energy 3020 Old Ranch Parkway, Suite 200 Seal Beach, CA 90740	$18,400,000	70% Before Exercise of the Option to Cambrian McCommas Bluff
Cambrian Energy McCommas Bluff LLC c/o Cambrian Energy Management LLC 624 So. Grand Ave. #2420 Los Angeles, CA 90017-3325	$1,000 plus the contribution of the release delivered to Camco and other contractual rights	30% Before Exercise of the Option to Cambrian McCommas Bluff
Total	**$18,401,000**	**100%**

Schedule B

Development Costs to be funded by Clean Energy Loan

Capital Improvement	Estimated Amount	Grouped Tasks Totals
Media Capital Expenditures Reimbursed to Camco		
Payment to Camco for Media Capital Expenditures, which are the Sulfa Treat media, carbon bed media and molecular sieve media	$ 1,000,000	$ 1,000,000
Gas Processing Facility		
Repair Turbocharger Expansion Joints	$ 13,200	
Change Out Valve Coils	$ 9,900	
Replace Safety Valves and Rupture Discs/Spare Set of Valves	$ 35,200	
Overhaul CO_2 Vacuum Blower/Spare 1st Stage Blower	$ 370,000	
Repair/Replace Pressure Switches	$ 13,200	
Replace Bypass Control Valve Instrumentation	$ 6,600	
Purchase Spare Expansion Joints	$ 13,200	
Replace Thermal Oxidizer	$ 700,000	
Air Standby Compressor	$ 71,500	
Add Fuses to Control Panel	$ 13,200	
Install Electric Gate/Improved Security System	$ 31,500	
Replace SCADA System	$ 400,000	
Add Sulfa Treat Tanks	$ 380,000	
Add Variable Frequency Drives to Fin Fan Coolers	$ 51,600	
Upgrade Control Room HVAC	$ 89,100	
Install Oil/Water Separator and Waste Oil Tank	$ 18,700	
Add Blowers and Flare	$ 247,500	
Spare Parts and Equipment Storage Containers	$ 125,000	
Engineering/Construction Management for Gas Processing Facility Capital Improvement Projects	$ 217,000	
Purchase NOx offset credits for interim operation of engine-compressor until electric-driven compressors are installed	$ 55,000	
Contingency	$ 450,000	$ 3,311,400
Landfill Gas Collection System		
Wellfield Drilling and Well Completion – 73 new wells with construction of lateral piping to new wells and repair of piping	$ 1,200,000	
Install 1,200 feet of New 36” Header Pipe and Relocate Headers	$ 440,000	
SCS Construction Management	$ 65,000	$ 1,705,000
Electric Drive Compressors and Related Construction		
LFG Compression/Refrigeration Skids	$ 2,600,000	
Product Gas Compressor	$ 600,000	
CO2 Purge Gas Compressor	$ 800,000	
Major Electrical Equipment	$ 650,000	
Electrical/Instrumentation	$ 840,000	
Mechanical	$ 1,200,000	
Civil/Structural	$ 500,000	
Engineering/Construction Management for Electric Drive Procurement and Installation	$ 435,000	
Acquisition Closing Costs	$ 100,000	$ 7,725,000
TOTAL ESTIMATED DEVELOPMENT COSTS		**$ 13,741,400**

LOAN AGREEMENT

Dated as of August 15, 2008

between

CE DALLAS RENEWABLES LLC,
a Delaware limited liability company

as Borrower

and

CLEAN ENERGY,
a California corporation

as Lender

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LOAN AGREEMENT

This Loan Agreement (this "Agreement") dated as of August 15, 2008, is entered into between CE DALLAS RENEWABLES LLC, a Delaware limited liability company ("Borrower") and CLEAN ENERGY, a California corporation ("Lender"), with reference to the following facts:

RECITALS

A. Cambrian Energy McCommas Bluff LLC, a Delaware limited liability company (together with its affiliates, "Cambrian") and Lender have formed Borrower as a joint venture entity pursuant to the Limited Liability Company Agreement of CE Dallas Renewables LLC dated as of August 15, 2008 (as amended, the "DCE Operating Agreement").

B. Concurrently herewith, Borrower shall acquire all of the membership interests of Dallas Clean Energy LLC, a Delaware limited liability company ("DCE") pursuant to the Membership Interest Purchase and Sale Agreement dated as of August 15, 2008 (the "DCE Purchase Agreement"), by and among Camco International Ltd., a Jersey company, Camco DCE Limited, a Jersey company, Camco DCE, Inc., a Delaware corporation, Lender, Cambrian, and Borrower (such acquisition is herein referred to as the "DCE Acquisition"). DCE owns all of the leases, permits, equipment, personal property, and tangible and intangible property and rights associated with the landfill gas to-high Btu gas energy project at the McCommas Bluff Landfill in Dallas County, City of Dallas, Texas (the "Project").

C. Immediately following the DCE Acquisition, Borrower shall merge into DCE, with DCE continuing as the surviving entity (such merger is herein referred to as the "DCE Post Closing Merger") and DCE assuming all the rights and obligations of Borrower hereunder (such assumption is herein referred to the "DCE Assumption", and collectively with the DCE Acquisition and the DCE Post Closing Merger, the "DCE Restructure"). Following the DCE Restructure, all references to Borrower contained herein and in any of the other instruments, documents or agreements executed in connection herewith shall be deemed to include and refer to DCE.

D. In order to fund certain capital improvements to be made in connection with the process of repairing, improving, expanding and operating the Project, Borrower has requested that Lender provide secured financing to Borrower in an aggregate principal amount of up to $14,000,000.

E. Subject to the terms and conditions hereof, Lender has agreed to provide such financing to Borrower.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby covenant and agree as follows:

1. LOANS AND LETTERS OF CREDIT

1.1 Loan Amount. Subject to the terms and conditions hereof, Lender agrees, for so long as no default or event of default under this agreement exists, to make loans (each a "Loan", and collectively, the "Loans") to Borrower from time to time, on any banking day during the availability period described in Section 1.3 below, provided that no such Loan shall be made unless each of the following conditions shall have been satisfied, each of which shall be in form and substance satisfactory to Lender and shall be in addition to the conditions set forth in Section 4.2:

(a) Lender shall have received a request for loan from Borrower, in form and substance satisfactory to Lender, no later than, unless otherwise consented to by Lender, three banking days prior to date of the requested Loan, which request shall include, without limitation, (i) the date and amount of such requested Loan, (ii) the manner in which the loan proceeds shall be disbursed, (iii) a certification that (A) no default or event of default has occurred and is continuing under this Agreement, (B) the representations and warranties contained in this Agreement and any other document executed in connection herewith are true and correct and (C) the condition described in clause (b) below has been satisfied, in each case as of the date of, and after giving effect to, the requested Loan, and (iv) such evidence as Lender may require, demonstrating that such Loan has been approved by the board of managers of Borrower in accordance with the DCE Operating Agreement.

(b) After giving effect to such Loan, the aggregate initial principal amount of all Loans made as of such date, including, without limitation, Loans related to issuance of Letters of Credit as described in Section 1.2, minus the amount of any reserves established pursuant to Section 1.2(b) shall not exceed $14,000,000.

(c) Lender shall have received evidence from Borrower, in form and substance satisfactory to Lender, that Borrower will use the proceeds of each requested Loan for capital improvements identified on Schedule 1.1, prior expenditures for the drilling and installation of gas collection wells, or such other capital expenditures as Lender may consent to in its sole discretion.

(d) Lender shall have received, in form and substance satisfactory to Lender, evidence of insurance covering any equipment Borrower proposes to purchase with the proceeds of each Loan.

(e) Borrower shall have delivered or caused to be delivered to Lender any and all other documents, agreements and instruments deemed necessary by Lender in connection with the making of such Loan including, without limitation, certificates of title, if any, for equipment, if required by Lender.

On the date hereof, Borrower shall have been deemed to have requested, and Lender shall have been deemed to have made, a Loan hereunder in the principal amount of $714,370.44 in order to fund the media capital expenditures identified on Schedule 1.1.

Amounts borrowed under this Section 1.1 and repaid or prepaid may not be reborrowed.

1.2 Letters of Credit. At the election of Lender, in its sole discretion, Lender or one of its affiliates, as the account party, may procure the issuance of one or more letters of credit (each a "Letter of Credit", and collectively, the "Letters of Credit") in such amounts and in favor of such beneficiaries as may be requested by Borrower from time to time during the availability period described in Section 1.3 below, provided that:

(a) Lender shall have received a request for letter of credit from Borrower, in form and substance satisfactory to Lender, with such advance notice as Lender may require, which request shall include, without limitation, (i) the date, beneficiary, and amount of such requested Letter of Credit, and (ii) a certification that (A) no default or event of default has occurred and is continuing under this Agreement, (B) the representations and warranties contained in this Agreement and any other document executed in connection herewith are true and correct, and (C) the condition described in Section 1.1(b) has been satisfied, in each case as of the date of, and after giving effect to, the requested Letter of Credit and any resulting Loans. Borrower shall also provide such other documents as Lender, in its sole discretion, may request.

(b) For purposes of calculating the amount of availability under the Loans as described in Section 1.1(a), a reserve shall be established against the availability of the Loans in an amount equal to 105% of the undrawn face amount of all Letters Credit.

(c) Upon the drawing of any amount under any Letter of Credit, Borrower shall be deemed to have requested, and Lender shall have been deemed to have made, a Loan in an amount equal to the amount drawn upon such Letter of Credit.

(d) Upon the earlier of the due date or date of payment of any costs, fees or expenses (including, without limitation, (i) such issuance, negotiation, amendment, transfer and other fees as may be charged by the Letter of Credit issuer and (ii) any legal expenses) incurred by Lender or any of its affiliates in connection with the issuance of any such Letter of Credit, Borrower shall be deemed to have requested, and Lender shall have been deemed to have made, a Loan in an amount equal to such costs, fees or expenses.

(e) Upon the occurrence of an event of default hereunder, Borrower shall cash collateralize or provide a backstop letter of credit, in each case, in form and substance acceptable to Lender, in an amount equal to 105% of the undrawn face amount of all outstanding Letters of Credit, provided that, for so long as any PCB Obligations (as defined below) remain outstanding, any amounts deposited as cash collateral in accordance with this Section 1.2(e) shall be deposited with PCB (as defined below).

For the avoidance of doubt, Lender shall have no obligation to honor any request for a Letter of Credit from Borrower, and shall incur no liability as result of its election not to honor any such request.

1.3 Availability Period. The Loans are available in multiple disbursements from Lender between the date of this Agreement and July 29, 2013, unless a default or event of default of this Agreement has occurred and is continuing.

1.4 Interest Rate. Subject to the last sentence of this section, all outstanding obligations hereunder shall bear interest on the unpaid principal amount thereof (including on the unpaid principal amount of the Loans and, to the extent permitted by law, on interest thereon or fees not paid when due) at a per annum rate of 12%. Additionally, the aggregate undrawn amount of all Letters of Credits shall bear interest in the same fashion as the outstanding obligations referred to above. Upon the occurrence of any default under this Agreement, all such outstanding obligations referred to above will, at the option of Lender, bear interest at a rate which is 3 percentage points higher than the rate of interest otherwise provided under this Agreement. This will not constitute a waiver of any default.

1.5 Repayment Terms.

(a) Borrower will pay interest on September 30, 2008, and then on the last day of each calendar quarter thereafter until payment in full of any principal outstanding under this Agreement.

(b) Borrower will repay principal in an amount equal to the lesser of (i) the aggregate principal amount of the then outstanding Loans and (ii) $2,800,000 beginning on August 1, 2009, and on each anniversary thereafter, and ending on August 1, 2013 (the "Repayment Period"). In any event, on the last day of the Repayment Period, Borrower will repay the remaining principal balance plus any interest then due.

1.6 Mandatory Payments. The outstanding principal amount of the Loans shall be prepaid on or before the third banking day following the receipt by Borrower or any of its subsidiaries of:

(a) Net cash sales proceeds from any asset disposition by an amount equal to one hundred percent (100%) of the amount of such net cash sales proceeds.

(b) Net cash proceeds from the sale, loss, destruction, taking, or condemnation of any assets of Borrower or any of its subsidiaries by an amount equal to one hundred percent (100%) of the amount of such net cash proceeds.

(c) Net cash issuance proceeds from the issuance of indebtedness of Borrower or any of its subsidiaries by an amount equal to one hundred percent (100%) of the amount of such net cash issuance proceeds.

(d) Net cash issuance proceeds from the issuance of equity of Borrower or any of its subsidiaries by an amount equal to one hundred percent (100%) of the amount of such net cash issuance proceeds if such equity is issued for any reason other than for the purpose of acquiring specific property substantially concurrently therewith.

Any prepayment will be applied to the most remote payment of principal due under this Agreement.

1.7 Optional Prepayments. Borrower may prepay principal in full or in part at any time without the payment of a prepayment fee or premium. Any prepayment will be applied to the most remote payment of principal due under this Agreement.

2. FEES AND EXPENSES

2.1 Fees and Expenses. Borrower agrees to immediately repay Lender for expenses that include, but are not limited to, filing, recording and search fees, appraisal fees, title report fees, and documentation fees.

2.2 Reimbursement Costs.

(a) Borrower agrees to reimburse Lender for any expenses it incurs in the preparation of this Agreement and any agreement or instrument required by this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees, including any allocated costs of Lender's in-house counsel to the extent permitted by applicable law.

(b) Borrower agrees to reimburse Lender for the cost of periodic field examinations of Borrower's books, records and collateral, and appraisals of the collateral, at such intervals as Lender may reasonably require. The actions described in this section may be performed by employees of Lender or by independent appraisers.

3. DISBURSEMENTS, PAYMENTS AND COSTS

3.1 Disbursements and Payments.

(a) All payments shall be made without set-off, recoupment or counterclaim, and shall be made free and clear of, and without deduction or withholding by reason of, any taxes, assessments or other charges imposed by any governmental agency, central bank or comparable authority.

(b) Each payment by Borrower shall be made in U.S. Dollars in immediately available funds by wire transfer to the account listed below Lender's name on the signature page hereto, or by such other method as may be permitted by Lender.

(c) Lender may honor instructions for advances or repayments given by any one of the individuals authorized to sign loan agreements on behalf of Borrower, or any other individual designated by any one of such authorized signers (each an "Authorized Individual").

(d) Each disbursement by Lender and each payment by Borrower will be evidenced by records kept by Lender. In addition, Lender may, at its discretion, require Borrower to sign one or more promissory notes.

(e) Prior to the date each payment of principal and interest and any fees from Borrower becomes due (the "Due Date"), Lender will mail to Borrower a statement or otherwise inform Borrower in writing of the amounts that will be due on that Due Date (the "Billed Amount"). The calculations in the bill will be made on the assumption that no new extensions of credit or payments will be made between the date of the billing statement and the Due Date, and that there will be no changes in the applicable interest rate. If the Billed Amount differs from the actual amount due on the Due Date (the "Accrued Amount"), the discrepancy will be treated as follows:

(i) If the Billed Amount is less than the Accrued Amount, the Billed Amount for the following Due Date will be increased by the amount of the discrepancy. Borrower will not be in default by reason of any such discrepancy.

(ii) If the Billed Amount is more than the Accrued Amount, the Billed Amount for the following Due Date will be decreased by the amount of the discrepancy.

Regardless of any such discrepancy, interest will continue to accrue based on the actual amount of principal outstanding without compounding. Lender will not pay Borrower interest on any overpayment.

3.2 Banking Days. Unless otherwise provided in this Agreement, a banking day is a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state where Lender's chief executive office is located. All payments and disbursements which would be due on a day which is not a banking day will be due on the next banking day. All payments received on a day which is not a banking day or after noon (Los Angeles time) on any banking day will be applied to the credit on the next banking day.

3.3 Interest Calculation. Except as otherwise stated in this Agreement, all interest and fees, if any, will be computed on the basis of a 360-day year and the actual number of days elapsed. Installments of principal which are not paid when due under this Agreement shall continue to bear interest until paid.

4. CONDITIONS.

4.1 Conditions to Closing. The effectiveness of this Agreement is subject to receipt by Lender of such documents and other items it may reasonably require, in form and substance acceptable to Lender, including any items specifically listed below:

(a) Promissory Note. A promissory note in favor of Lender in the principal amount of $14,000,000, duly executed by Borrower.

(b) Security Agreement. A security agreement in favor of Lender covering all personal property of Borrower, duly executed by Borrower.

(c) Cambrian Documents. The following documents duly executed by Cambrian in favor Lender:

(i) a non-recourse guaranty;

(ii) a pledge agreement, pledging Cambrian's membership interests in the Borrower in order to secure the above referenced non-recourse guaranty; and

(iii) A subordination agreement regarding the subordination of the management fees owed to Cambrian by Borrower.

(d) Negative Pledge. A negative pledge duly executed by the Borrower and each of its members with the respect to the Gas Lease referred to in Section 7.16, which negative pledge shall be in suitable format for recording.

(e) Perfection and Evidence of Priority. Evidence that the security interests and liens in favor of Lender are valid, enforceable, properly perfected in a manner acceptable to Lender and prior to all others' rights and interests, except those Lender consents to in writing.

(f) Payment of Fees. Payment of all fees and other amounts due and owing to Lender, including without limitation payment of all accrued and unpaid expenses incurred by Lender as required by the section entitled "Reimbursement Costs."

(g) DCE Acquisition and DCE Post Closing Merger.

(i) The DCE Acquisition shall be in a position to be consummated, subject only to the effectiveness of this Agreement, in accordance with the terms of the DCE Purchase Agreement.

(ii) The DCE Post Closing Merger shall be in a position to be consummated promptly following the DCE Acquisition in accordance with the terms of the DCE Operating Agreement and the other merger documents executed in connection therewith.

(h) Authorizations. If required by Lender, evidence satisfactory to Lender that the execution, delivery and performance by Borrower and/or such guarantor of this Agreement and any instrument or agreement required under this Agreement have been duly authorized.

(i) Governing Documents. If required by Lender, a copy of Borrower's organizational documents.

(j) Good Standing. If required by Lender, certificates of good standing for Borrower from its state of formation and from any other state in which Borrower is required to qualify to conduct its business.

(k) Insurance. If required by Lender, evidence of insurance coverage, including endorsements naming Lender and PCB as additional insured and loss payee, as Lender may reasonably require.

4.2 Conditions to Each Loan. The obligation of Lender to make any Loan, including the first, is subject to the satisfaction of each of the conditions listed below, in form and substance acceptable to Lender:

(a) Each of the conditions contained in Section 1.1 shall have been satisfied.

(b) Both before and after giving effect to such Loan, the representations and warranties contained in this Agreement and any other document executed in connection herewith shall be true and correct.

(c) Both before and after giving effect to such Loan, no default or event of default under this Agreement shall have occurred and be continuing.

(d) No circumstance or event shall have occurred which would constitute a material adverse change in Borrower's business condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit.

5. REPRESENTATIONS AND WARRANTIES.

When Borrower signs this Agreement, and until Lender is repaid in full, Borrower makes the following representations and warranties, after given effect to the DCE Restructure. Each request for an extension of credit constitutes a renewal of these representations and warranties as of the date of the request:

5.1 Formation. Borrower is duly formed and existing under the laws of the state of Delaware.

5.2 Authorization. The execution, delivery, and performance of this Agreement, and any instrument or agreement required hereunder, are within Borrower's powers, have been duly authorized, and do not conflict with any of its organizational papers.

5.3 Enforceable Agreement. This Agreement is a legal, valid and binding agreement of Borrower, enforceable against Borrower in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable.

5.4 Good Standing. In each state in which Borrower does business, it is properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.

5.5 No Conflicts. Neither this Agreement, nor any of the other documents executed in connection herewith, conflict with any law, agreement, or obligation by which Borrower is bound.

5.6 Financial Information. All financial and other information that has been or will be supplied to Lender is sufficiently complete to give Lender accurate knowledge of Borrower's (and any guarantor's) financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to Lender, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of Borrower (or any guarantor).

5.7 Collateral. All collateral securing the obligations under this Agreement or any other document executed in connection herewith is owned by the grantor of the security interest free of any title defects or any liens or interests of others, except those which have been approved by Lender in writing.

6. RESTRICTED PAYMENTS. Borrower agrees, so long as credit is available under this Agreement and until Lender is repaid in full, not to pay or otherwise incur management, consulting, or other similar fees to any person other than:

6.1 Management Fees. So long as no default or event of default has occurred and is continuing under this Agreement, management fees to Cambrian in the amounts and at the times provided for in the DCE Operating Agreement.

6.2 Travel Expenses. All reasonable, documented travel expenses incurred by Cambrian directly related to the management of Borrower in an aggregate amount not to exceed $20,000 in any fiscal year, unless otherwise consented to by Lender.

6.3 Other Payments. Such payments as may be approved by the board of managers of the Borrower in accordance with the DCE Operating Agreement.

7. HAZARDOUS MATERIALS - REAL PROPERTY

7.1 Indemnity Regarding Hazardous Materials. Borrower agrees to indemnify and hold Lender harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Lender's counsel) or loss directly or indirectly arising out of or resulting from any of the following:

(a) Any Hazardous Material being present at any time, whether before, during or after any construction, in or around any part of the real property described in Exhibit A attached hereto and made a part of this Agreement (the "Real Property"), or in the soil, groundwater or soil vapor on or under the Real Property, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any third parties or to any natural resources.

(b) Any use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Material. This indemnity will apply whether the Hazardous Material is on, under or about any of Borrower's property or operations or property leased to Borrower, whether or not the property has been taken by Lender as collateral.

(c) The construction of any improvements on the real property collateral, or the ownership, operation, or use of the real property collateral, whether such claims are based on theories of derivative liability, comparative negligence or otherwise.

(d) Any environmental liability related in any way to Borrower.

THE FOREGOING INDEMNIFICATION WILL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY OR CAUSED, IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY LENDER, provided that such indemnity shall not, as to Lender, be available to the extent that

such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of Lender or (y) result from a claim brought by Borrower against Lender for breach in bad faith of Lender's obligations hereunder or under any other Loan Document, if Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Upon demand by Lender, Borrower will defend any investigation, action or proceeding alleging the presence of any Hazardous Material in any such location, which affects the Real Property or which is brought or commenced against Lender, whether alone or together with Borrower or any other person, all at Borrower's own cost and by counsel to be approved by Lender in the exercise of its reasonable judgment. In the alternative, Lender may elect to conduct its own defense at the expense of Borrower. Borrower's obligations to Lender under this Article, except the obligation to give notices to Lender, shall survive termination of this Agreement, repayment of Borrower's obligations to Lender under this Agreement, and foreclosure of any deed of trust or mortgage encumbering the Real Property or similar proceedings.

7.2 Representation and Warranty Regarding Hazardous Materials. Before signing this Agreement, Borrower researched and inquired into the previous uses and ownership of the Real Property. Based on that due diligence, Borrower represents and warrants that to the best of its knowledge, no Hazardous Material has been disposed of or released or otherwise exists in, on, under or onto the Real Property, except as disclosed on the Disclosure Schedule to the PCB Credit Agreement.

7.3 Compliance Regarding Hazardous Materials. Borrower has complied, and will comply and cause all occupants of the Real Property to comply, with all current and future Environmental Laws. Borrower shall promptly, at Borrower's sole cost and expense, take all reasonable actions with respect to any Hazardous Materials or other environmental condition at, on, or under the Real Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Real Property; or (iii) maintain the fair market value of the Real Property. Borrower acknowledges that Hazardous Materials may permanently and materially impair the value and use of the Real Property.

7.4 Notices Regarding Hazardous Materials. Until full repayment of the loan, Borrower will promptly notify Lender in writing if it knows, suspects or believes there may be any Hazardous Material in or around the Real Property, or in the soil, groundwater or soil vapor on or under the Real Property, or that Borrower or the Real Property may be subject to any threatened or pending investigation by any governmental agency under any current or future law, regulation or ordinance pertaining to any Hazardous Material.

7.5 Site Visits, Observations and Testing. Lender and its agents and representatives will have the right at any reasonable time, after giving reasonable notice to Borrower, to enter and visit the Real Property and any other locations where any personal property collateral securing this Agreement is located, for the purposes of observing the Real Property and the personal property collateral, taking and removing environmental samples, and conducting tests on any part of the Real Property. Borrower shall reimburse Lender on demand for the costs of any such environmental investigation and testing. Lender will make reasonable efforts during any site visit, observation or testing conducted pursuant to this section to avoid interfering with

Borrower's use of the Real Property and the personal property collateral. Lender is under no duty, however, to visit or observe the Real Property or the personal property collateral or to conduct tests, and any such acts by Lender will be solely for the purposes of protecting Lender's security and preserving Lender's rights under this Agreement. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Borrower; (ii) impose any liability on Lender; or (iii) be a representation or warranty of any kind regarding the Real Property or the personal property collateral (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Lender has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Borrower or any other party, Borrower authorizes Lender to make such a disclosure. Lender may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Lender's judgment. Borrower further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Borrower by Lender or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Borrower) by Borrower without advice or assistance from Lender.

7.6 Unsecured Obligation. Notwithstanding any provision in any deed of trust or mortgage encumbering the Real Property, Borrower's obligations to Lender under this Article are not secured by the Real Property.

7.7 Environmental Definitions.

(a) "Environmental Laws" means any and all Laws relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment including ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes. Environmental Laws include, without limitation, the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, the Rivers and Harbors Act of 1899, as amended, the Safe Drinking Water Act, as amended, CERCLA, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended, the Occupational Safety and Health Act ("OSHA"), as amended, the Hazardous Materials Transportation Act, as amended, any similar state laws, and any other federal, state and local Law whose purpose is to conserve or protect human health, the environment, wildlife or natural resources.

(b) "Hazardous Materials" means any substances regulated under any Environmental Law, whether as pollutants, contaminants, or chemicals, or as industrial, toxic or hazardous substances or wastes, or otherwise, including, but not limited to (a) any "hazardous substance," as defined by CERCLA; (b) any "hazardous waste" or "solid waste," in either case as defined by the Resource Conservation and Recovery Act, as amended; (c) any solid, hazardous, dangerous, radioactive or toxic chemical, material, waste or substance,

within the meaning of and regulated by any Environmental Law; (d) any asbestos containing materials in any form or condition; (e) any polychlorinated biphenyls in any form or condition; (f) petroleum, petroleum hydrocarbons, or any fraction or byproducts thereof; or (g) any air pollutant which is so designated by the U.S. EPA as authorized by the Clean Air Act or otherwise regulated by the Clean Air Act.

8. DEFAULT AND REMEDIES

If any of the following events of default occurs, Lender may do one or more of the following: declare Borrower in default, stop making any additional credit available to Borrower, require Borrower to repay its entire debt immediately and without prior notice, and require Borrower to cash collateralize or provide backstop letters of credit for any outstanding Letters of Credit in accordance with Section 1.2(e). If an event which, with notice or the passage of time, will constitute an event of default has occurred and is continuing, Lender has no obligation to make advances or extend additional credit under this Agreement. In addition, if any event of default occurs, Lender shall have all rights, powers and remedies available under any instruments and agreements required by or executed in connection with this Agreement, as well as all rights and remedies available at law or in equity. If an event of default occurs under the section entitled "Bankruptcy," below, with respect to Borrower, then the entire debt outstanding under this Agreement will automatically be due immediately.

8.1 Failure to Pay. Borrower fails to make a payment under this Agreement or the promissory note when due.

8.2 Other Agreements. Any default occurs under any other agreement Borrower (or any guarantor) or any of Borrower's related entities or affiliates has with Lender or any affiliate of Lender.

8.3 Cross-default.

(a) Any default occurs under any agreement in connection with any credit Borrower (or any guarantor) or any of Borrower's related entities or affiliates has obtained from anyone else or which Borrower (or any guarantor) or any of Borrower's related entities or affiliates has guaranteed.

(b) Any covenant under the DCE Operating Agreement is violated or any other default occurs under the DCE Operating Agreement.

(c) Borrower takes any action not permitted under the DCE Operating Agreement without the prior written consent of Lender and, until such time as all obligations (collectively the "PCB Obligations") of Lender and Clean Energy Fuels Corp. to PlainsCapital Bank ("PCB") under the Credit Agreement of even date herewith among Lender, Clean Energy Fuels Corp., and PCB (as amended, the "PCB Credit Agreement") have been fully and finally paid and performed (other than indemnities and other reimbursement obligations which survive the termination of the PCB Credit Agreement), without the prior written consent of PCB (which shall not be unreasonably withheld).

8.4 False Information. Borrower or any guarantor has given Lender false or misleading information or representations.

8.5 Bankruptcy. Borrower, any guarantor, or any general partner of Borrower or of any guarantor files a bankruptcy petition, a bankruptcy petition is filed against any of the foregoing parties, or Borrower, any guarantor, or any general partner of Borrower or of any guarantor makes a general assignment for the benefit of creditors.

8.6 Receivers. A receiver or similar official is appointed for a substantial portion of Borrower's or any guarantor's business, or the business is terminated, or, if any guarantor is anything other than a natural person, such guarantor is liquidated or dissolved.

8.7 Lien Priority. Lender fails to have an enforceable first lien (except for any prior liens to which Lender has consented in writing) on or security interest in any property given as security for this Agreement (or any guaranty).

8.8 Lawsuits. Any lawsuit or lawsuits are filed on behalf of one or more trade creditors against Borrower or any guarantor in an aggregate amount of $250,000 or more in excess of any insurance coverage.

8.9 Judgments. Any judgments or arbitration awards are entered against Borrower or any guarantor, or Borrower or any guarantor enters into any settlement agreements with respect to any litigation or arbitration, in an aggregate amount of $250,000 or more in excess of any insurance coverage.

8.10 Material Adverse Change. A material adverse change occurs, or is reasonably likely to occur, in Borrower's (or any guarantor's) business condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit.

8.11 Government Action. Any government authority takes action that Lender believes materially adversely affects Borrower's or any guarantor's financial condition or ability to repay.

8.12 Default under Related Documents. Any default occurs under any guaranty, subordination agreement, security agreement, deed of trust, mortgage, or other document required by or delivered in connection with this Agreement or any such document is no longer in effect, or any guarantor purports to revoke or disavow the guaranty.

8.13 ERISA Plans. Any one or more of the following events occurs with respect to a Plan of Borrower subject to Title IV of ERISA, provided such event or events could reasonably be expected, in the judgment of Lender, to subject Borrower to any tax, penalty or liability (or any combination of the foregoing) which, in the aggregate, could have a material adverse effect on the financial condition of Borrower:

(a) A reportable event shall occur under Section 4043(c) of ERISA with respect to a Plan.

(b) Any Plan termination (or commencement of proceedings to terminate a Plan) or the full or partial withdrawal from a Plan by Borrower or any ERISA Affiliate.

8.14 Other Breach Under Agreement. A default occurs under any other term or condition of this Agreement not specifically referred to in this Article.

8.15 Change of Control.

(a) Lender and its affiliates cease to (i) directly or indirectly own at least 50% of the outstanding membership interests of Borrower or (ii) control a majority of board of managers.

(b) Cambrain ceases to directly or indirectly own at least 25% of the outstanding membership interests of Borrower.

(c) Any change in ownership of Borrower occurs which is not in compliance with the DCE Operating Agreement.

8.16 Gas Lease. The Borrower ceases to own the leasehold interests provided for in the Lease to Develop Landfill Gas executed on December 12, 1994, by The City of Dallas, a municipal corporation and a political subdivision of the State of Texas, as amended from time to time (the "Gas Lease") or at any time amends, terminates, encumbers, subordinates, assigns, or voluntarily surrenders the Gas Lease or the Borrower's rights thereunder without the prior written consent of the Lender and, until such time as all PCB Obligations have been fully and finally paid and performed, PCB.

9. ENFORCING THIS AGREEMENT; MISCELLANEOUS

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California. To the extent that Lender has greater rights or remedies under federal law, this section shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

9.2 Successors and Assigns.

(a) This Agreement is binding on Borrower's and Lender's successors and assignees. It is hereby expressly acknowledged that following the DCE Restructure, DCE shall assume all of Borrower's obligations under the Loan Agreement and all instruments, documents and agreements executed in connection therewith and all references to Borrower contained herein or in any such instrument, document or agreement shall be deemed to include and refer to DCE. Borrower agrees that it may not assign this Agreement without Lender's prior consent, provided that Lender hereby consents to the DCE Assumption. Lender may sell participations in or assign this loan, and may exchange information about Borrower (including, without limitation, any information regarding any Hazardous Materials) with actual or potential participants or assignees.

(b) Borrower and Lender hereby acknowledge and agree that concurrently herewith, Lender is collaterally assigning to PCB this Agreement, the promissory note referenced in Section 4.1(a), all security documents and other agreements being executed in connection herewith (collectively, the "Loan Documents"), and all of Lender's rights, title, liens and interests arising hereunder or thereunder, in order to secure the PCB Obligations. PCB is a third party beneficiary of, and is entitled to rely on, the acknowledgments and agreements of Borrower and Lender set forth in this Section 9.2(b) and 9.7(b).

9.3 Dispute Resolution Provision.

This section, including the subsections below, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the parties entering into this agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement (collectively a "Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of Lender involved in the servicing, management or administration of any obligation described or evidenced by this agreement.

(b) At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, Lender may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed $5,000,000, upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon

a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subsection (j) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.

(f) The procedure described above will not apply if the Claim, at the time of the proposed submission to arbitration, arises from or relates to an obligation to Lender secured by real property. In this case, all of the parties to this agreement must consent to submission of the Claim to arbitration.

(g) To the extent any Claims are not arbitrated, to the extent permitted by law the Claims shall be resolved in court by a judge without a jury, except any Claims which are brought in California state court shall be determined by judicial reference as described below.

(h) Any Claim which is not arbitrated and which is brought in California state court will be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice. The referee (or panel of referees) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 638 and the following related sections. The referee shall determine all issues in accordance with existing California law and the California rules of evidence and civil procedure. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication . The award that results from the decision of the referee(s) will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Sections 644(a) and 645. The parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.

(i) This Dispute Resolution Provision does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration or judicial reference.

(j) Any arbitration, judicial reference or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the “Class Action Waiver”). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties’ agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(k) By agreeing to binding arbitration or judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit this Dispute Resolution Provision, to the extent any Claim is not arbitrated or submitted to judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

9.4 Severability; Waivers. If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. Lender retains all rights, even if it makes a loan after default. If Lender waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

9.5 Attorneys’ Fees. Borrower shall reimburse Lender for any reasonable costs and attorneys’ fees incurred by Lender in connection with the enforcement or preservation of any rights or remedies under this Agreement and any other documents executed in connection with this Agreement, and in connection with any amendment, waiver, “workout” or restructuring under this Agreement. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover costs and reasonable attorneys’ fees incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator. In the event that any case is commenced by or against Borrower under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute, Lender is entitled to recover costs and reasonable attorneys’ fees incurred by Lender related to the preservation, protection, or enforcement of any rights of Lender in such a case. As used in this section, “attorneys’ fees” includes the allocated costs of Lender’s in-house counsel.

9.6 Set-Off.

(a) In addition to any rights and remedies of Lender provided by law, upon the occurrence and during the continuance of any event of default under this Agreement, Lender is authorized, at any time, to set off and apply any and all Deposits of Borrower or any guarantor held by Lender against any and all Obligations owing to Lender. The set-off may be made irrespective of whether or not Lender shall have made demand under this Agreement or any guaranty, and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable Deposits.

(b) The set-off may be made without prior notice to Borrower or any other party, any such notice being waived by Borrower (on its own behalf and on behalf of each guarantor) to the fullest extent permitted by law. Lender agrees promptly to notify Borrower after any such set-off and application; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application.

(c) For the purposes of this section, "Deposits" means any deposits (general or special, time or demand, provisional or final, individual or joint) and any instruments owned by Borrower or any guarantor which come into the possession or custody or under the control of Lender. "Obligations" means all obligations, now or hereafter existing, of Borrower to Lender under this Agreement and under any other agreement or instrument executed in connection with this Agreement, and the obligations to Lender of any guarantor.

9.7 One Agreement; Modifications.

(a) This Agreement and any related security or other agreements required by this Agreement, collectively:

(i) represent the sum of the understandings and agreements between Lender and Borrower concerning this credit;

(ii) replace any prior oral or written agreements between Lender and Borrower concerning this credit; and

(iii) are intended by Lender and Borrower as the final, complete and exclusive statement of the terms agreed to by them.

In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail.

(b) Borrower and Lender hereby acknowledge and agree that until such time as all PCB Obligations have been fully and finally paid and performed, without the prior written consent of PCB (which shall not be unreasonably withheld), (i) Borrower and Lender will not enter into any modification, amendment or restatement occurring under the Loan Documents and (ii) Lender will not waive any default or event of default occurring under the Loan Documents.

9.8 Indemnification. Borrower will indemnify and hold Lender harmless from any loss, liability, damages, judgments, and costs of any kind relating to or arising directly or indirectly out of (a) this Agreement or any document required hereunder, (b) any credit extended or committed by Lender to Borrower hereunder, and (c) any litigation or proceeding related to or arising out of this Agreement, any such document, or any such credit. This indemnity includes but is not limited to attorneys' fees (including the allocated cost of in-house counsel). This indemnity extends to Lender, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys, and assigns. This indemnity will survive repayment of Borrower's obligations to Lender. All sums due to Lender hereunder shall be obligations of Borrower, due and payable immediately without demand.

9.9 Notices. Unless otherwise provided in this Agreement or in another agreement between Lender and Borrower, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as Lender and Borrower may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

9.10 Headings. Article and section headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

9.11 Counterparts. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

9.12 Borrower Information; Reporting to Credit Bureaus. Borrower authorizes Lender at any time to verify or check any information given by Borrower to Lender, check Borrower's credit references, verify employment, and obtain credit reports. Borrower agrees that Lender shall have the right at all times to disclose and report to credit reporting agencies and credit rating agencies such information pertaining to Borrower and/or all guarantors as is consistent with Lender's policies and practices from time to time in effect.

9.13 Usury Savings. Borrower and Lender intend to contract in compliance with all state and federal usury laws governing this Agreement, any other instrument, document or agreement executed in connection herewith, and the Loans. Borrower and Lender agree that none of the terms of this Agreement or any other instrument, document or agreement executed in connection herewith shall be construed to require payment of interest at a rate in excess of the maximum interest rate allowed by any applicable state or federal usury laws. If Lender receives sums which constitute interest that would otherwise increase the effective interest on the Loans to a rate in excess of that permitted by any applicable law, then all such sums constituting interest in excess of the maximum lawful rate shall at Lender's option either be credited to the payment of principal or returned to Borrower. The provisions of this paragraph control the other provisions of this Loan Agreement and any other instrument, document or agreement between Borrower and Lender.

9.14 Notice of Final Agreement. THIS WRITTEN LOAN AGREEMENT AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[signature page follows]

IN WITNESS WHEREOF, this Agreement is duly executed by each of the undersigned as of the date first written above.

CLEAN ENERGY,
a California corporation

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

Address for notices:

Clean Energy
3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
Attention: Richard Wheeler and Harrison Clay
Telephone: (562) 493-2804
Facsimile: (562) 546-0097

With a copy to (which shall not constitute notice):

Sheppard, Mullin, Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-2006
Attention: John Hentrich, Esq.
Telephone: (858) 720-8900
Facsimile: (858) 509-3691

CE DALLAS RENEWABLES LLC,
a Delaware limited liability company

By: Cambrian Energy Management LLC,
a Delaware limited liability
company, its Management Company

By: /s/ Evan G. Williams
Name: Evan G. Williams
Title: Manager

Address for notices:

CE Dallas Renewables LLC
c/o Clean Energy
3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
Attention: Harrison Clay
Telephone: (562) 493-2804
Facsimile: (562) 546-0097

With a copy to:

CE Dallas Renewables LLC
c/o Cambrian Energy Management LLC
624 South Grand Ave., Suite 2420
Los Angeles, CA 90017
Attention: Evan G. Williams
Telephone: (213) 628-8312
Facsimile: (213) 488-9890

Exhibit 99.4

PROMISSORY NOTE

$14,000,000 August 15, 2008
Seal Beach, California

FOR VALUE RECEIVED, the undersigned promises to pay to the order of CLEAN ENERGY, a California corporation ("Lender"), the principal amount of FOURTEEN MILLION AND 00/100 DOLLARS ($14,000,000), or such lesser amount as shall equal the then aggregate outstanding Loans made by Lender to the undersigned under the Loan Agreement referred to below, payable as hereinafter set forth. The undersigned promises to pay interest on the principal amount hereof remaining unpaid from time to time from the date hereof until the date of payment in full, payable as hereinafter set forth.

Reference is made to the Loan Agreement of even date herewith, between the undersigned, as Borrower, and Lender (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein with the meanings given to those terms in the Loan Agreement. Any holder hereof is entitled to all of the rights, remedies, benefits and privileges provided for in the Loan Agreement as originally executed or as it may from time to time be amended, restated, extended, renewed, supplemented or otherwise modified from time to time. The Loan Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events upon the terms and conditions therein specified.

The principal indebtedness evidenced by this Promissory Note shall be payable as provided in the Loan Agreement and in any event on the last day of the Repayment Period.

Interest shall be payable on the outstanding daily unpaid principal amount of the Loan from the date thereof until payment in full and shall accrue and be payable at the rates and on the dates set forth in the Loan Agreement both before and after default and before and after maturity and judgment.

Each payment hereunder shall be made to Lender in accordance with the provisions of Section 3.1(b) of the Loan Agreement in immediately available funds not later than noon (Pacific time) on the day of payment (which must be a banking day). All payments received after noon (Pacific time) on any particular banking day shall be deemed received on the next succeeding banking day. All payments shall be made in U.S. Dollars.

Lender shall use its best efforts to keep a record of payments of principal and interest received by it with respect to this Promissory Note, and such record shall be presumptive evidence of the amounts owing under this Promissory Note.

The undersigned hereby promises to pay all costs and expenses of any rightful holder hereof incurred in collecting the undersigned's obligations hereunder in accordance with the Loan Agreement or in enforcing or attempting to enforce any of such holder's rights hereunder, including reasonable attorneys' fees and disbursements, whether or not an action is filed in connection therewith.

The undersigned hereby waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest and any other notice or formality, to the fullest extent permitted by applicable laws.

It is hereby expressly acknowledged that following the consummation of the DCE Restructure (as defined in the Loan Agreement), Dallas Clean Energy LLC, a Delaware limited liability company shall assume all of the undersigned's obligations under the Loan Agreement and all instruments, documents, and agreements executed in connection therewith, including, without limitation, this Promissory Note.

THIS PROMISSORY NOTE SHALL BE DELIVERED TO AND ACCEPTED BY LENDER IN THE STATE OF CALIFORNIA, AND SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LOCAL LAWS THEREOF.

CE DALLAS RENEWABLES LLC,
a Delaware limited liability company

By: Cambrian Energy Management LLC,
a Delaware limited liability company,
its Management Company

By: /s/ Evan G. Williams
Name: Evan G. Williams
Title: Manager

SCHEDULE OF LOANS AND PAYMENTS OF PRINCIPAL

Date	Interest Period	Amount of Principal Paid	Unpaid Principal Balance	Notation Made by

SECURITY AGREEMENT

This Security Agreement (this "Agreement") dated as of August 15, 2008, is entered into by CE DALLAS RENEWABLES LLC, a Delaware limited liability company ("Grantor") in favor of CLEAN ENERGY, a California corporation ("Lender"), with reference to the following facts:

RECITALS

A. Concurrently herewith, Grantor and Lender have entered in the Loan Agreement of even date herewith (as amended, restated, extended, supplemented, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has provided to Grantor financing in an initial aggregate principal amount of up to $14,000,000. All capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Loan Agreement, and to the extent not defined in the Loan Agreement, the meanings set forth in the Uniform Commercial Code as in effect in California.

B. As a condition to the effectiveness of the Loan Agreement, Grantor is required to execute and deliver this Agreement to Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby covenant and agree as follows:

1. THE SECURITY. Grantor hereby assigns and grants to Lender a security interest in all of Grantor's right, title and interest in and to all assets of Grantor, including, without limitation, all of the following property and interests in property of Grantor, whether now owned or existing or hereafter created, acquired or arising and wherever located ("Collateral"):

(a) Accounts;

(b) Chattel Paper;

(c) Deposit Accounts;

(d) Documents;

(e) Equipment;

(f) Farm Products;

(g) Financial Assets;

(h) Fixtures;

(i) General Intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems; and all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles;

(j) Goods (including all of its Equipment, Fixtures and Inventory), and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

(k) Instruments;

(l) Inventory;

(m) Investment Property;

(n) money (of every currency and jurisdiction whatsoever);

(o) Letter-of-Credit Rights;

(p) Supporting Obligations;

(q) all emission allowances, offsets, or credits, whether issued or approved by any governmental or non-governmental entity, and any tax credits generated by the Project; and

(r) to the extent not included in the foregoing, all other personal property of any kind or description;

(s) together with Grantor's right, title and interest in and to all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, including but

not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records"), and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing;

provided, that the term Collateral shall not include any contracts, contract rights, permits, licenses, authorizations, instruments, general intangibles or any other Collateral, which by their terms, the terms of any documents, agreements, instruments, permits, licenses, or authorizations relating thereto, or the operation of law may not be assigned or pledged, or

in which a security interest may not be created or for which any consent for assignment or creation of a security interest therein is required and has not been obtained or which would be breached or terminated (or permits any person to exercise a remedy thereunder) by virtue of a security interest being granted (other than to the extent that any such prohibition or consent requirement would be rendered ineffective pursuant to Divisions 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code, as in effect in the state of California (the "Uniform Commercial Code")); provided, however, that the security interest described herein shall attach immediately and any such asset shall immediately be deemed to be Collateral at such time as the restriction prohibiting assignment shall be removed or any condition thereto shall be satisfied or such required finding of suitability or other approval has been obtained.

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of Grantor to Lender. "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of Grantor to Lender under the Loan Agreement or any document executed in connection therewtih, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by Lender by assignment or otherwise.

3. GRANTOR'S COVENANTS. Grantor represents, covenants and warrants that, unless compliance is waived by Lender in writing:

(a) Grantor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) Grantor was formed under the laws of the state of Delaware. Grantor shall give Lender at least thirty (30) days notice before changing its state of formation. Grantor will notify Lender in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) Grantor will notify Lender in writing prior to any change in Grantor's name, identity or business structure.

(d) Unless otherwise agreed, Grantor has not granted and will not grant any security interest in any of the Collateral except to Lender, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Lender.

(e) Grantor will promptly notify Lender in writing of any event which affects the value of the Collateral, the ability of Grantor or Lender to dispose of the Collateral, or the rights and remedies of Lender in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) Grantor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect

Lender's security interest (collectively, the "Collateral Costs"). Without waiving Grantor's default for failure to make any such payment, Lender at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. Grantor agrees to reimburse Lender on demand for any Collateral Costs so incurred.

(g) Until Lender exercises its rights to make collection, Grantor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, Grantor shall immediately deliver such document to Lender, together with any necessary endorsements.

(i) Grantor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of Lender; provided, however, that Grantor may sell inventory in the ordinary course of business.

(j) Grantor will maintain and keep in force all insurance required pursuant to the Loan Agreement.

(k) Grantor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless Grantor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by Lender of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to Lender and shall provide that Lender has no liability to such owner, holder of any lien, or any other person.

(l) Schedule 1 to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which Grantor has any right, title, or interest, throughout the world. To the extent required by Lender in its discretion, Grantor will promptly notify Lender of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and

unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Schedule 1. Grantor authorizes Lender, without notice to Grantor, to modify this Agreement by amending Schedule 1 to include any such Collateral.

(m) Grantor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold,

donated or abandoned by Grantor pursuant to the terms of its intellectual property management program. Grantor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. Grantor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than Lender and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to Grantor or Lender. Grantor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of Grantor's business, or except with Lender's prior written consent.

4. ADDITIONAL OPTIONAL REQUIREMENTS. Grantor agrees that Lender may at its option at any time, whether or not Grantor is in default:

(a) Require Grantor to deliver to Lender (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require Grantor to deliver to Lender any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to Lender the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of Lender's interest in the Collateral.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness, including, without limitation, under the Loan Agreement, after giving effect to any applicable grace or cure periods.

(b) Grantor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of Grantor to Lender, and such breach remains uncured after any applicable cure period.

(c) Lender fails to have an enforceable first lien (except for liens which are permitted under the Loan Agreement) on or security interest in the Collateral.

(d) Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of Grantor or of any guarantor or other party obligated under any Indebtedness.

(e) Grantor or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

(f) Any case, proceeding or other action is commenced against Grantor or any guarantor or other party obligated under any Indebtedness under any bankruptcy or other law for the relief of, or relating to, debtors.

(g) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due.

(h) Grantor has given Lender any false or misleading information or representations.

6. LENDER'S REMEDIES AFTER DEFAULT. In the event of any default, Lender may do any one or more of the following, to the extent permitted by law:

(a) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(b) Enforce the security interest of Lender in any deposit account of Grantor.

(c) Require Grantor to obtain Lender's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(d) Require Grantor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Lender in kind.

(e) Require Grantor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under Lender's exclusive control.

(f) Require Grantor to assemble the Collateral, including the Books and Records, and make them available to Lender at a place designated by Lender.

(g) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of Grantor's equipment, if Lender deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(h) Demand and collect any payments on and proceeds of the Collateral. In connection therewith Grantor irrevocably authorizes Lender to endorse or sign Grantor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to Grantor and remove therefrom any payments and proceeds of the Collateral.

(i) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to Grantor.

(j) Use or transfer any of Grantor's rights and interests in any Intellectual Property now owned or hereafter acquired by Grantor, if Lender deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. Grantor agrees that any such use or transfer shall be without any additional consideration to Grantor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which Grantor has any right or interest, whether by ownership, license, contract or otherwise.

(k) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. Grantor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(l) Take such measures as Lender may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and Grantor hereby irrevocably constitutes and appoints Lender as Grantor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(m) Without notice or demand to Grantor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by Lender or any of Lender's agents or affiliates to or for the credit of the account of Grantor or any guarantor or endorser of Grantor's Indebtedness.

(n) Exercise any other remedies available to Lender at law or in equity.

(o) Grantor waives all rights and defenses that Grantor may have because any of the Indebtedness is secured by real property. This means, among other things: (i) Lender may enforce this Agreement without first foreclosing on any real or personal property collateral pledged by Grantor; and (ii) if Lender forecloses on any real property collateral pledged by Grantor: (1) the amount of the Indebtedness may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) Lender may enforce this

Agreement even if Lender, by foreclosing on the real property collateral, has destroyed any right Grantor may have to collect from the other debtors. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because any of the Indebtedness is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure. Grantor waives any right or defense it may have at law or equity, including California Code of Civil Procedure Section 580a, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure. Grantor waives any rights and defenses that are or may become available to Grantor by reason of Sections 2787 to 2855 inclusive, of the California Civil Code.

7. DISPUTE RESOLUTION PROVISION. This Agreement shall be subject to the Dispute Resolution Provision contained in Section 9.3 of the Loan Agreement.

8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by Lender to enforce any provision shall not preclude Lender from enforcing any such provision thereafter.

(b) Grantor shall, at the request of Lender, execute and/or deliver such other agreements, documents, instruments, or financing statements in connection with this Agreement as Lender may reasonably deem necessary.

(c) This Agreement shall be governed by and construed in accordance with the laws of California. To the extent that Lender has greater rights or remedies under federal law, this section shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

(d) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(e) All terms not defined herein or the Loan Agreement are used as set forth in the Uniform Commercial Code.

(f) In the event of any action by Lender to enforce this Agreement or to protect the security interest of Lender in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, Grantor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(g) It is hereby expressly acknowledged that following the consummation of the DCE Restructure (as defined in the Loan Agreement), Dallas Clean Energy LLC, a Delaware limited liability company ("DCE") shall assume all of Grantor's obligations under the Loan Agreement and all instruments, documents, and agreements

executed in connection therewith, including, without limitation, this Agreement. Following such restructure, DCE shall be deemed to have granted the security interests hereunder, with respect to all of DCE's now or hereafter existing personal property (as defined by the term Collateral), as if DCE was the original Grantor hereunder.

(h) Any and all provisions contained in the Loan Agreement which generally apply to the documents executed in connection therewith shall apply to this Agreement.

9. **FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is duly executed by each of the undersigned as of the date first written above.

CLEAN ENERGY,
a California corporation

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

CE DALLAS RENEWABLES LLC,
a Delaware limited liability company

By: Cambrian Energy Management LLC,
a Delaware limited liability
company, its Management Company

By: /s/ Evan G. Williams
Name: Evan G. Williams
Title: Manager

Schedule 1

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (this "Agreement") is entered into by Cambrian Energy McCommas Bluff LLC, a Delaware limited liability company ("Pledgor") as of August 15, 2008 in favor of Clean Energy, a California corporation ("Lender"), with reference to following facts:

RECITALS

A. Pursuant to the Loan Agreement of even date herewith (as amended, restated, extended, supplement, or otherwise modified from time to time, the "Loan Agreement"), between CE Dallas Renewables LLC, a Delaware limited liability company (collectively with its successors and assign, including, without limitation, DCE, "Borrower") and Lender, Lender has agreed to provide certain credit facilities to Borrower. All capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Loan Agreement, and to the extent not defined in the Loan Agreement, the meanings set forth in the Uniform Commercial Code as in effect in California (the "UCC").

B. As a condition to the availability of the credit facilities referred to above, Pledgor is required to enter into this Agreement and to pledge the collateral as herein described.

C. In connection with this Agreement, Pledgor has entered into the Non-Recourse Guaranty of even date herewith (as amended, restated, extended, supplemented, or otherwise modified from time to time, the "Guaranty") in favor of Lender, pursuant to which Pledgor has guaranteed the obligations of Borrower under Loan Documents.

D. Pledgor is a member of Borrower and as such expects to realize direct and indirect benefits from the availability of the aforementioned credit facilities to Borrower.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor hereby covenants and agrees as follows:

1. Grant of Security Interest. Pledgor hereby irrevocably and unconditionally grants a security interest in, a lien upon and the right of set-off against, and assigns and transfers to Lender all property referred to in Exhibit A attached hereto and incorporated herein, as hereafter amended or supplemented from time to time (the "Collateral").

2. Indebtedness.

(a) The Collateral secures and will secure all Indebtedness of Pledgor to Lender. Each person or entity obligated under any Indebtedness is sometimes referred to in this Agreement as a "Debtor."

(b) "Indebtedness" means:

(i) all debts, obligations or liabilities to Lender, now or hereafter existing or incurred whether absolute or contingent, arising under the Guaranty (including all renewals, increases, extensions, restatements and replacements thereof and amendments and modifications of the foregoing), and

(ii) all costs, attorneys' fees and expenses incurred by Lender in connection with the collection or enforcement of any of the above and/or this Agreement.

3. Pledgor's Covenants, Representations and Warranties. Pledgor covenants, represents and warrants that unless compliance is waived by Lender in writing:

(a) Pledgor is the legal and beneficial owner of all the Collateral free and clear of any and all liens, encumbrances, or interests of any third parties other than the security interest of Lender, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature, whether voluntary or involuntary, except the security interest of Lender.

(b) Pledgor shall, at Pledgor's expense, take all actions necessary or advisable from time to time to maintain the first priority and perfection of the security interest of Lender in the Collateral and shall not take any actions that would alter, impair or eliminate said priority or perfection.

(c) Pledgor agrees to pay prior to delinquency all taxes, charges, liens and assessments against the Collateral, and upon the failure of Pledgor to do so, Lender at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same.

(d) If any of the Collateral is margin stock as defined in Regulation U promulgated by the Board of Governors of the Federal Reserve System of the United States ("FRB"), Pledgor will provide Lender a properly executed Form U-1 Purpose Statement. Lender and Pledgor will comply with the requirements and restrictions imposed by Regulation U.

(e) Pledgor's exact legal name is correctly set forth on the signature page hereof. Pledgor will notify Lender in writing at least 30 days prior to any change in Pledgor's name or identity.

(f) Pledgor is incorporated in or organized under the laws of the state of Delaware. Pledgor shall give Lender at least thirty (30) days notice before changing the location of its residence or its chief executive office, type of organization, business structure or state of

incorporation or organization.

4. Lender Appointed Attorney In Fact. Pledgor authorizes and irrevocably appoints Lender as Pledgor's true and lawful attorney-in-fact with full power of substitution to take any action and execute or otherwise authenticate any record or other documentation that Lender considers necessary or advisable to accomplish the purposes of this Agreement, including but not limited to, the following actions: (a) to endorse, receive, accept and collect all checks, drafts, other payment orders and instruments representing or included in the Collateral or representing any payment, dividend or distribution relating to any Collateral or to take any other action to enforce, collect or compromise any of the Collateral; (b) to transfer any Collateral (including converting physical certificates to book-entry holdings) into the name of Lender or its nominee or any broker-dealer and to execute any control agreement covering any Collateral on Pledgor's behalf and as attorney-in-fact for Pledgor in order to perfect Lender's first priority and continuing

security interest in the Collateral and in order to provide Lender with control of the Collateral, and Pledgor's signature on this Agreement or other authentication of this Agreement shall constitute an irrevocable direction by Pledgor to any bank, custodian, broker dealer, any other securities intermediary or commodity intermediary holding any Collateral or any issuer of any letters of credit to comply with any instructions or entitlement orders, of Lender without further consent of Pledgor; (c) to participate in any recapitalization, reclassification, reorganization, consolidation, redemption, stock split, merger or liquidation of any issuer of securities which constitute Collateral, and in connection therewith Lender may deposit or surrender control of the Collateral, accept money or other property in exchange for the Collateral, and take such action as it deems proper in connection therewith, and any money or property received on account of or in exchange for the Collateral shall be applied to the Indebtedness or held by Lender thereafter as Collateral pursuant to the provisions hereof; (d) to exercise any right, privilege or option pertaining to any Collateral, but Lender has no obligation to do so; (e) to file any claims, take any actions or institute any proceedings which Lender determines to be necessary or appropriate to collect or preserve the Collateral or to enforce Lender's rights with respect to the Collateral; (f) to execute in the name or otherwise authenticate on behalf of Pledgor any record reasonably believed necessary or appropriate by Lender for compliance with laws, rules or regulations applicable to any Collateral, or in connection with exercising Lender's rights under this Agreement; (g) to file any financing statement relating to this Agreement electronically, and Lender's transmission of Pledgor's signature on and authentication of the financing statement shall constitute Pledgor's signature on and authentication of the financing statement; (h) to make any compromise or settlement it deems desirable or proper with reference to the Collateral; (i) to do and take any and all actions with respect to the Collateral and to perform any of Pledgor's obligations under this Agreement; and (j) to execute any documentation reasonably believed necessary by Lender for compliance with Rule 144 or any other restrictions, laws, rules or regulations applicable to any Collateral hereunder that constitutes restricted or control securities under the securities laws. The foregoing appointments are irrevocable and coupled with an interest and shall survive the death or disability of Pledgor and shall not be revoked without Lender's written consent. To the extent permitted by law, Pledgor hereby ratifies all said attorney-in-fact shall lawfully do by virtue hereof.

5. Voting Rights.

(a) So long as no Event of Default shall have occurred and is continuing and Lender has not delivered the notice specified in subsection (b) below, Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or any document or agreement executed in connection herewith.

(b) Upon the occurrence and during the continuance of an Event of Default, at the option of Lender exercised in a writing sent to Pledgor, all rights of Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to subsection (a) above shall cease, and Lender shall thereupon have the sole right to exercise such voting and other consensual rights.

6. Events of Default; Remedies.

(a) An "Event of Default" shall mean the occurrence of any event of default under any Loan Document.

(b) If an Event of Default occurs, Lender may do any one or more of the following, to the extent permitted by law:

(i) Declare any Indebtedness immediately due and payable, without notice or demand.

(ii) Exercise as to any or all of the Collateral all the rights, powers and remedies of an owner, subject to the Section entitled "VOTING RIGHTS".

(iii) Enforce the security interest given hereunder pursuant to the UCC and any other applicable law.

(iv) Sell all or any part of the Collateral at public or private sale in accordance with the UCC, without advertisement, in such manner and order as Lender may elect. Lender may purchase the Collateral for its own account at any such sale. Lender shall give Pledgor such notice of any public or private sale as may be required by the UCC, provided that to the extent notice of any such sale is required by the UCC or other applicable law, Pledgor agrees that at least 10 days notice to Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and provided further that, if Lender fails to comply with this sentence in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC or other applicable law. Pledgor acknowledges that Collateral may be sold at a loss to Pledgor, and that, in such event, Lender shall have no liability or responsibility to Pledgor for such loss. Pledgor further acknowledges that a private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that no such private sale shall, to the extent permitted by applicable law, be deemed not to be "commercially reasonable" solely as a result of such prices and other sale terms. Upon any such sale, Lender shall have the right to deliver, assign and transfer to the buyer thereof the Collateral so sold. Each buyer at any such sale shall hold the Collateral so sold absolutely and free from any claim or right of whatsoever kind, including any equity or right of redemption of Pledgor that may be waived or any other right or claim of Pledgor, and Pledgor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal that Pledgor has or may have under any law now existing or hereafter adopted.

Without limiting any other rights and remedies available to Lender, Pledgor expressly acknowledges and agrees that with respect to Collateral consisting of notes, bonds or other securities which are not sold on a recognized market, Lender shall be deemed to have conducted a commercially reasonable sale of such Collateral if (a) such sale is conducted by any nationally recognized broker-dealer (including any affiliate of Lender), investment banker or any other method common in the securities industry, and (b) if the purchaser is Lender or any affiliate of Lender, the sale price received by Lender in connection with such sale is reasonably supported by quotations received from one or more other nationally recognized broker-dealers, investment bankers or other financial institutions.

(v) Exercise any other remedy provided under this Agreement or by any applicable law.

(vi) Comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and such compliance will not be considered to affect adversely the commercial reasonableness of any sale or other disposition of the Collateral.

(vii) Sell the Collateral without giving any warranties as to the Collateral. Lender may specifically disclaim any warranties of title or the like. This procedure will not be considered to affect adversely the commercial reasonableness of any sale or other disposition of the Collateral.

7. Right to Cure; Limitation On Lender's Duties. If Pledgor fails to perform any agreement contained herein, Lender may perform or cause performance of such agreement and the expenses of Lender incurred in connection therewith shall be payable by Pledgor or Debtor under the Section entitled "COSTS". Any powers conferred on Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Lender accords its own property, it being understood that Lender shall not have any responsibility for (a) ascertaining, exercising or taking other action or giving Pledgor notice with respect to subscription rights, calls, conversions, exchanges, maturities, lenders or other matters relative to any Collateral, whether or not Lender has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Lender shall not be liable for any loss to the Collateral resulting from acts of God, war, civil commotion, fire, earthquake, or other disaster or for any other loss or damage to the Collateral except to the extent such other loss or damage is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from Lender's gross negligence or willful misconduct.

8. Waivers. Lender shall be under no duty or obligation whatsoever and Pledgor waives any right to require Lender to (i) make or give any presentment, demands for performances, notices of nonperformance, protests, notices of protest or notices of dishonor in connection with any obligations or evidences of indebtedness held by Lender as Collateral, or in connection with any obligation or evidences of indebtedness which constitute in whole or in part the Indebtedness, (ii) proceed against any person or entity, (iii) proceed against or exhaust any collateral, or (iv) pursue any other remedy in Lender's power; and Pledgor waives any defense arising by reason of any disability or other defense of Debtor or any other person, or by reason of the cessation from any cause whatsoever of the liability of Debtor or any other person. Until the Indebtedness is paid in full, Pledgor waives any right of subrogation, reimbursement, indemnification, and contribution (contractual, statutory or otherwise), including without limitation any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, arising from the existence or performance of this Agreement, and Pledgor waives any right to enforce any remedy which Lender now has or may hereafter have against Debtor or against any other person and waives any benefit of and any right to participate in any Collateral or security whatsoever now or hereafter held by Lender. If Pledgor is not also a Debtor with respect to a specified Indebtedness, Pledgor authorizes Lender without notice or

demand and without affecting Pledgor's liability hereunder, from time to time to: (i) renew, extend, accelerate or otherwise change the time for payment of or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (ii) take and hold security, other than the Collateral, for the payment of the Indebtedness or any part thereof, and exchange, enforce, waive and release the Collateral or any part thereof or any such other security; and (iii) release or substitute Debtor or any one or more of them, or any of the endorsers or guarantors of the Indebtedness or any part thereof, or any other parties thereto and Pledgor consents to the taking of, or failure to take, any action by Lender which might in any manner or to any extent vary the risks of Pledgor under this Agreement or which, but for this provision, might operate as a discharge of Pledgor. Pledgor agrees that it is solely responsible for keeping itself informed as to the financial condition of Debtor and of all circumstances which bear upon the risk of nonpayment or the risk of a margin call or liquidation of the Collateral.

9. Transfer, Delivery and Return of Collateral.

(a) Pledgor shall immediately deliver or cause to be delivered to Lender (i) any certificates or instruments now or hereafter representing or evidencing Collateral and such certificates and instruments shall be in suitable form for transfer without restriction or stop order by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank in form and substance satisfactory to Lender, and (ii) in the same form as received (with any necessary endorsement), all dividends and other distributions paid or payable in cash in respect of any Collateral and any such amounts, if received by Pledgor, shall be received in trust for the benefit of Lender and be segregated from the other property or funds of Pledgor.

(b) Lender may at any time deliver the Collateral or any part thereof to Pledgor and the receipt by Pledgor shall be a complete and full acquittance for the Collateral so delivered, and Lender shall thereafter be discharged from any liability or responsibility therefor.

(c) Upon the transfer of all or any part of the Indebtedness, Lender may transfer all or any part of the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to such Collateral so transferred, and the transferee shall be vested with all the rights and powers of Lender hereunder with respect to such Collateral so transferred; but with respect to any Collateral not so transferred Lender shall retain all rights and powers hereby given. Pledgor agrees that Lender may disclose to any prospective purchaser or transferee and any

purchaser or transferee of all or part of the Indebtedness any and all information in Lender's possession concerning Pledgor, this Agreement and the Collateral.

10. Continuing Agreement and Powers.

(a) This is a continuing Agreement and all the rights, powers and remedies hereunder shall, unless otherwise limited herein, apply to all past, present and future Indebtedness of Debtor or any one or more of them to Lender, including that arising under successive transactions which shall either continue the Indebtedness, increase or decrease it, or from time to time create new Indebtedness after all or any prior Indebtedness has been satisfied, and notwithstanding the death, incapacity, cessation of business, dissolution or bankruptcy of Debtor or any one or more of them, or any other event or proceeding affecting Debtor or any one or more of them.

(b) Until all Indebtedness shall have been paid in full and Lender shall have no obligation to extend credit to any Debtor, the power of sale and all other rights, powers and remedies granted to Lender hereunder shall continue to exist and may be exercised by Lender at the time specified hereunder irrespective of the fact that the Indebtedness or any part thereof may have become barred by any statute of limitations, or that the personal liability of Debtor or any one or more of them may have ceased. Pledgor waives the benefit of any statute of limitations as applied to this Agreement.

11. Costs. To the extent permitted by law, all advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by Lender in exercising any right, power or remedy conferred by this Agreement or in the enforcement thereof shall become a part of the Indebtedness secured hereunder and shall be paid to Lender by Debtor and Pledgor immediately and without demand, with interest thereon at an annual rate equal to the highest rate of interest of any Indebtedness secured by this Agreement (or, if there is no such interest rate, at the maximum interest rate permitted by law for interest on judgments). Such costs and attorneys' fees shall include the allocated cost of in-house counsel to the extent permitted by law.

12. Notices. Unless otherwise provided or agreed to herein or required by law, notice and communications provided for in this Agreement shall be delivered in the manner provided for in the Guaranty.

13. Dispute Resolution Provision. This Agreement and any claims arising hereunder shall be subject to Dispute Resolution Provision contained in the Guaranty.

14. Indemnity. Pledgor shall indemnify, hold harmless and defend Lender and its directors, officers, agents and employees, from and against any and all claims, actions, obligations, liabilities and expenses, including defense costs, investigative fees and costs, and legal fees and damages arising from their execution of or performance under this Agreement or any control agreement executed by Lender in connection with the Collateral, except to the extent that such claim, action, obligation, liability or expense is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such indemnified person. This indemnification shall survive the termination of this Agreement.

15. Miscellaneous.

(a) This Agreement (i) may be waived, altered, modified or amended only by an instrument in writing, duly executed by the parties hereto, and (ii) may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Any waiver, express or implied, of any provision hereof and any delay or failure by Lender to enforce any provision shall not preclude Lender from enforcing any such provision thereafter.

(b) Pledgor hereby irrevocably authorizes Lender to file one or more financing statements describing all or part of the Collateral, and continuation statements, or amendments thereto, relative to all or part of the Collateral as authorized by applicable law. Such financing statements, continuation statements and amendments will contain any other information required by the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Pledgor is an organization, the type of organization and any organizational identification number issued to Pledgor. Pledgor agrees to furnish any such information to Lender promptly upon request. Pledgor also ratifies its authorization for Lender to have filed any initial financing statement or amendments thereto filed prior to the date hereof.

(c) From time to time, Pledgor and Debtor shall, at the request of Lender, execute such other agreements, documents or instruments or take any other actions in connection with this Agreement as Lender may reasonably deem necessary to evidence or perfect the security interests granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to Lender herein, but their failure to do so shall not limit or affect any security interest or any other rights of Lender in and to the Collateral. Pledgor will execute and deliver to Lender any stock powers, instructions to any securities intermediary, issuer or transfer agent, proxies, or any other documents of transfer that Lender requests in order to perfect, obtain control or otherwise protect Lender's security interest in the Collateral or to effect Lender's rights under this Agreement. Such powers or documents may be executed in blank or completed prior to execution, as requested by Lender.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the extent that Lender has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against Debtor, to which jurisdiction Pledgor irrevocably submits and to which venue Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) This Agreement shall benefit Lender's successors and assigns and shall bind Pledgor's successors and assigns, except that Pledgor may not assign its rights and obligations under this Agreement. This Agreement shall bind all parties who become bound as a Debtor with respect to the Indebtedness.

(f) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise of any other right or remedy.

(g) In all cases where more than one party executes this Agreement, all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require, and all obligations and undertakings hereunder of such parties are joint and several.

(h) The illegality, invalidity or unenforceability of any provision of this Agreement shall not in any way affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.

(i) This Agreement and any other documents executed or delivered in connection herewith constitute the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings with respect to this transaction.

16. **FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

PLEDGOR:

CAMBRIAN ENERGY MCCOMMAS BLUFF LLC,
a Delaware limited liability company

By: /s/ Evan G. Williams
Name: Evan G. Williams
Title: Manager

LENDER:

CLEAN ENERGY,
a California corporation

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

NOTICE OF PLEDGE

TO: CE Dallas Renewables LLC, a Delaware limited liability company (the "Company")

Notice is hereby given that, pursuant to a Pledge Agreement of even date with this Notice (the "Agreement"), from the undersigned (the "Pledgor"), to Clean Energy, a California corporation ("Lender"), Pledgor has pledged and assigned to Lender and granted to Lender a continuing first priority security interest in, all of its right, title and interest, whether now existing or hereafter arising our acquired, in, to, and under the Collateral. Capitalized terms used herein and not otherwise defined have the respective meanings specified in the Agreement.

Pursuant to the Agreement, the Company is hereby authorized and directed, and Company hereby agrees, to:

(a) register on its books Pledgor's pledge to Lender of the Collateral; and

(b) upon the occurrence of an Event of Default (as defined in the Agreement) (or prior thereto, as may be required under the Agreement) make direct payment to Lender of any amounts due or to become due to Pledgor that are attributable, directly or indirectly, to Pledgor's

ownership of the Collateral.

(c) Pledgor hereby directs Company to, and Company hereby agrees to, comply with instructions originated by the Lender with respect to the Collateral without further consent of the Pledgor. It is the intention of the foregoing to grant "control" to Lender within the meaning of Articles 8 and 9 of the UCC, to the extent the same may be applicable to the Collateral.

(d) Pledgor hereby directs Company, and Company hereby agrees, (i) not to take any action to cause any membership interest of the Collateral to be or become a "security" within the meaning of, or to be governed by, Article 8 (Investment Securities) of the UCC as in effect under the laws of any state having jurisdiction, and (ii) not to "opt in" or to take any other action seeking to establish any membership interest of the Collateral as a "security" and (iii) not to certificate any membership interest of the Collateral.

Pledgor hereby requests the Company to indicate its acceptance of this Notice and consent to and confirmation of its terms and provisions by signing a copy of this Notice where indicated below and returning it to Lender.

Dated as of August , 2008.

CAMBRIAN ENERGY MCCOMMAS BLUFF LLC,
a Delaware limited liability company

By: _____
Name: Evan G. Williams
Title: Manager

Acknowledged effective as of the date of the date above:

CE DALLAS RENEWABLES LLC,
a Delaware limited liability company

By: Cambrian Energy Management LLC,
a Delaware limited liability company, its Management Company

By: _____
Name: Evan G. Williams
Title: Manager

Exhibit A to Pledge Agreement

Description of Collateral

Any and all property of Pledgor now or hereafter pledged and/or delivered to Lender, and includes, without limitation, the Pledged Membership Interests, any certificates representing or evidencing the same, any and all proceeds of any of the foregoing, any and all collections, dividends (whether in cash, stock or otherwise), distributions, redemption payments, liquidation payments, interest or premiums with respect to any of the foregoing, and any and all rights and benefits, but no duty or obligation, of Pledgor under all agreements, documents and instruments relating to the Pledged Membership Interests, including all rights under operating, management, partnership and stockholder agreements.

"Pledged Membership Interests" means (a) any and all membership or other equity interests in Borrower now or hereafter owned by Pledgor (which, as of the date of this Agreement, equals 30% of the total issued and outstanding membership interests issued by Borrower), (b) any and all shares or interests now or hereafter issued in substitution, exchange or replacement for any of the foregoing membership interests, or with respect thereto, (c) any and all warrants, options or other rights to subscribe to or acquire any additional membership or other equity interests in Borrower owned by Pledgor, and (d) any and all membership or other equity interests and the certificates or other written evidences representing such equity interests and any interest of Pledgor in the entries on the books of any securities intermediary pertaining thereto now or hereafter acquired by Pledgor in Borrower.

NON-RECOURSE GUARANTY

This Non-Recourse Guaranty is entered into by Cambrian Energy McCommas Bluff LLC, a Delaware limited liability company ("Guarantor") as of August 15, 2008 in favor of Clean Energy, a California corporation ("Lender"), with reference to following facts:

RECITALS

A. Pursuant to the Loan Agreement of even date herewith (as amended, restated, extended, supplement, or otherwise modified from time to time, the "Loan Agreement"), between CE Dallas Renewables LLC, a Delaware limited liability company (collectively with its successors and assign, including, without limitation, DCE, "Borrower") and Lender, Lender has agreed to provide certain credit facilities to Borrower. All capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Loan Agreement.

B. As a condition to the availability of the credit facilities referred to above, Guarantor is required to enter into this Guaranty and to guaranty the obligations as hereinafter provided.

C. In connection with this Guaranty, Guarantor has entered into the Pledge Agreement of even date herewith (as amended, restated, extended, supplemented, or otherwise modified from time to time, the "Pledge Agreement") in favor of Lender, pursuant to which Guarantor has pledged the collateral described therein in order to secure Guarantor's obligations hereunder.

D. Guarantor is a member of Borrower and as such expects to realize direct and indirect benefits from the availability of the aforementioned credit facilities to Borrower.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. The Guaranty. Guarantor hereby unconditionally, absolutely and irrevocably guarantees the full and prompt payment and performance of all Indebtedness of Borrower to Lender when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter. The liability of Guarantor under this Guaranty is not limited as to the principal amount of the Indebtedness guaranteed and includes, without limitation, liability for all interest, fees, indemnities (including, without limitation, hazardous waste indemnities), and other costs and expenses relating to or arising out of the Indebtedness now or hereafter owing from Borrower to Lender. The liability of Guarantor is continuing and relates to any Indebtedness, including that arising under successive transactions which shall either continue the Indebtedness or from time to time renew it after it has been satisfied. This Guaranty is cumulative and does not supersede any other outstanding guaranties, and the liability of Guarantor under this Guaranty is exclusive of Guarantor's liability under any other guaranties signed by Guarantor. Guarantor's liability hereunder shall not exceed at any one time the largest amount during the period commencing with Guarantor's execution of this Guaranty and thereafter that would not render Guarantor's obligations hereunder subject to avoidance under Section 548 of the Bankruptcy Code (Title 11, United States Code) or any comparable provisions of any applicable state law. This Guaranty is a guaranty of payment and performance when due and not of collection.

2. Non-Recourse. Notwithstanding anything contained in this Guaranty to the contrary, the only recourse of Lender for the satisfaction of the liability of Guarantor under this Guaranty shall be to foreclose upon the collateral pledged by Guarantor to Lender under the Pledge Agreement, it being the express intention of Guarantor and Lender that in no event shall Lender seek any monetary deficiency judgment against Guarantor for the payment of the Indebtedness.

3. Definitions. The following terms shall have the definitions set forth below:

(a) "Loan Documents" shall mean the Loan Agreement, and any and all promissory notes, deeds of trust, mortgages, security agreements, agreements, instruments, and other documents executed in connection with the Loan Agreement, all as now in effect and as hereafter amended, restated, extended, supplemented, or otherwise modified from time to time.

(b) "Indebtedness" shall mean any and all debts, liabilities, and obligations of Borrower to Lender arising under or related to the Loan Documents, now or hereafter existing, whether voluntary or involuntary and however arising, whether direct or indirect or acquired by Lender by assignment, succession, or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, held or to be held by Lender for its own account or as agent for another or others, whether Borrower may be liable individually or jointly with others, whether recovery upon such debts, liabilities, and obligations may be or hereafter become barred by any statute of limitations, and whether such debts, liabilities, and obligations may be or hereafter become otherwise unenforceable. Indebtedness includes, without limitation, all obligations of Borrower to Lender for reasonable attorneys' fees and all other costs and expenses incurred by Lender in the collection or enforcement of any debts, liabilities, and obligations of Borrower to Lender.

4. Obligations Independent. The obligations hereunder are independent of the obligations of Borrower or any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Borrower or any other guarantor or whether Borrower or any other guarantor be joined in any such action or actions. Anyone executing this Guaranty shall be bound by its terms without regard to execution by anyone else.

5. Rights of Lender. Guarantor authorizes Lender, without notice or demand and without affecting its liability hereunder, from time to time to:

(a) renew, compromise, extend, accelerate, or otherwise change the time for payment, or otherwise change the terms, of the Indebtedness or any part thereof, including increase or decrease of the rate of interest thereon, or otherwise change the terms of any Loan Documents;

(b) receive and hold security for the payment of this Guaranty or any Indebtedness and exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any such security;

(c) apply such security and direct the order or manner of sale thereof as Lender in its discretion may determine;

(d) release or substitute any one or more of any endorsers or other guarantors of any of the Indebtedness; and

(e) permit the Indebtedness to exceed Guarantor's liability under this Guaranty, and Guarantor agrees that any amounts received by Lender from any source other than Guarantor shall be deemed to be applied first to any portion of the Indebtedness not guaranteed by Guarantor.

6. Guaranty to be Absolute. Guarantor agrees that until the Indebtedness has been paid in full and any commitments of Lender or facilities provided by Lender with respect to the Indebtedness have been terminated, Guarantor shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under this Guaranty or that, but for this paragraph, might discharge or otherwise reduce, limit, or modify Guarantor's obligations under this Guaranty. Guarantor waives and surrenders any defense to any liability under this Guaranty based upon any such action, including but not limited to any action of Lender described in the immediately preceding paragraph of this Guaranty. It is the express intent of Guarantor that Guarantor's obligations under this Guaranty are and shall be absolute and unconditional.

7. Guarantor's Waivers of Certain Rights and Certain Defenses. Guarantor waives:

(a) any right to require Lender to proceed against Borrower, proceed against or exhaust any security for the Indebtedness, or pursue any other remedy in Lender's power whatsoever;

(b) any defense arising by reason of any disability or other defense of Borrower, or the cessation from any cause whatsoever of the liability of Borrower;

(c) any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Borrower; and

(d) the benefit of any statute of limitations affecting Guarantor's liability hereunder.

No provision or waiver in this Guaranty shall be construed as limiting the generality of any other waiver contained in this Guaranty.

8. Waiver of Subrogation. Until the Indebtedness has been paid in full and any commitments of Lender or facilities provided by Lender with respect to the Indebtedness have been terminated, even though the Indebtedness may be in excess of Guarantor's liability hereunder, Guarantor waives to the extent permitted by applicable law any right of subrogation, reimbursement, indemnification, and contribution (contractual, statutory, or otherwise) including, without limitation, any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, arising from the existence or performance of this Guaranty, and Guarantor waives to the extent permitted by applicable law any right to enforce any remedy that Lender now has or may hereafter have against Borrower, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lender.

9. Waiver of Notices. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of intent to accelerate, notices of acceleration, notices of any suit or any other action against Borrower or any other person, any other notices to any party liable on any Loan Document (including Guarantor), notices of acceptance of this Guaranty, notices of the existence, creation, or incurring of new or additional Indebtedness to which this Guaranty applies or any other Indebtedness of Borrower to Lender, and notices of any fact that might increase Guarantor's risk.

10. Waivers of Other Rights and Defenses.

(a) Guarantor waives any rights and defenses that are or may become available to Guarantor by reason of Sections 2787 to 2855, inclusive, of the California Civil Code.

(b) Guarantor waives all rights and defenses that Guarantor may have because any of the Indebtedness is secured by real property. This means, among other things: (i) Lender may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Borrower; and (ii) if Lender forecloses on any real property collateral pledged by Borrower: (1) the amount of the Indebtedness may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) Lender may collect from Guarantor even if Lender, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because any of the Indebtedness is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

(c) Guarantor waives any right or defense it may have at law or equity, including California Code of Civil Procedure Section 580a, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure.

11. Subordination. Any obligations of Borrower to Guarantor, now or hereafter existing, including but not limited to any obligations to Guarantor as subrogee of Lender or resulting from Guarantor's performance under this Guaranty, are hereby subordinated to the Indebtedness. In addition to Guarantor's waiver of any right of subrogation as set forth in this

Guaranty with respect to any obligations of Borrower to Guarantor as subrogee of Lender, Guarantor agrees that, if Lender so requests, Guarantor shall not demand, take, or receive from Borrower, by setoff or in any other manner, payment of any other obligations of Borrower to Guarantor until the Indebtedness has been paid in full and any commitments of Lender or facilities provided by Lender with respect to the Indebtedness have been terminated, unless expressly permitted by the Loan Documents. If any payments are received by Guarantor in violation of such waiver or agreement, such payments shall be received by Guarantor as trustee for Lender and shall be paid over to Lender on account of the Indebtedness, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Any security interest, lien, or other encumbrance that Guarantor may now or hereafter have on any property of Borrower is hereby subordinated to any security interest, lien, or other encumbrance that Lender may have on any such property.

12. Revocation of Guaranty.

(a) This Guaranty may be revoked at any time by Guarantor in respect to future transactions. Such revocation shall be effective upon actual receipt by Lender, at the address shown below or at such other address as may have been provided to Guarantor by Lender, of written notice of revocation. Revocation shall not affect any of Guarantor's obligations or Lender's rights with respect to transactions committed or entered into prior to Lender's receipt of such notice, regardless of whether or not the Indebtedness related to such transactions, before or after revocation, has been incurred, renewed, compromised, extended, accelerated, or otherwise changed as to any of its terms, including time for payment or increase or decrease of the rate of interest thereon, and regardless of any other act or omission of Lender authorized hereunder. Revocation by Guarantor shall not affect any obligations of any other guarantor.

(b) Guarantor acknowledges and agrees that this Guaranty may be revoked only in accordance with the foregoing provisions of this paragraph and shall not be revoked simply as a result of any change in name, location, or composition or structure of Borrower, the dissolution of Borrower, or the termination, increase, decrease, or other change of any personnel or owners of Borrower.

13. Reinstatement of Guaranty. If this Guaranty is revoked, returned, or canceled, and subsequently any payment or transfer of any interest in property by Guarantor or Borrower to Lender is rescinded or must be returned by Lender to Borrower, this Guaranty shall be reinstated with respect to any such payment or transfer, regardless of any such prior revocation, return, or cancellation.

14. Stay of Acceleration. In the event that acceleration of the time for payment of any of the Indebtedness is stayed upon the insolvency, bankruptcy, or reorganization of Borrower or otherwise, all such Indebtedness guaranteed by Guarantor shall nonetheless be payable by Guarantor immediately if requested by Lender.

15. No Setoff or Deductions; Taxes.

(a) Guarantor represents and warrants that it is organized and resident in the United States of America. All payments by Guarantor hereunder shall be paid in full, without setoff or counterclaim or any deduction or withholding whatsoever, including, without limitation, for any and all present and future taxes. If Guarantor must make a payment under this Guaranty, Guarantor represents and warrants that it will make the payment from one of its U.S. resident offices to Lender so that no withholding tax is imposed on the payment. Notwithstanding the foregoing, if Guarantor makes a payment under this Guaranty to which withholding tax applies or if any taxes (other than taxes on net income (i) imposed by the country or any subdivision of the country in which Lender's principal office is located and (ii) measured by the United States taxable income Lender would have received if all payments under or in respect of this Guaranty were exempt from taxes levied by Guarantor's country) are at any time imposed on any payments under or in respect of this Guaranty including, but not limited to, payments made pursuant to this paragraph, Guarantor shall pay all such taxes to the relevant authority in accordance with applicable law such that Lender receives the sum it would have received had no such deduction or withholding been made (or, if Guarantor cannot legally comply with the foregoing, Guarantor shall pay to Lender such additional amounts as will result in Lender receiving the sum it would have received had no such deduction or withholding been made). Further, Guarantor shall also pay to Lender, on demand, all additional amounts that Lender specifies as necessary to preserve the after-tax yield Lender would have received if such taxes had not been imposed.

(b) Guarantor shall promptly provide Lender with an original receipt or certified copy issued by the relevant authority evidencing the payment of any such amount required to be deducted or withheld.

16. Information Relating to Borrower. Guarantor acknowledges and agrees that it has made such independent examination, review, and investigation of the Loan Documents as Guarantor deems necessary and appropriate, including, without limitation, any covenants pertaining to Guarantor contained therein, and shall have sole responsibility to obtain from Borrower any information required by Guarantor about any modifications thereto. Guarantor further acknowledges and agrees that it shall have the sole responsibility for, and has adequate means of, obtaining from Borrower such information concerning Borrower's financial condition or business operations as Guarantor may require, and that Lender has no duty, and Guarantor is not relying on Lender, at any time to disclose to Guarantor any information relating to the business operations or financial condition of Borrower.

17. Borrower's Authorization. It is not necessary for Lender to inquire into the powers of Borrower or of the officers, directors, partners, members, managers, or agents acting or purporting to act on its behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder, subject to any limitations on Guarantor's liability set forth herein.

18. Change of Status. Guarantor shall not enter into any consolidation, merger, or other combination unless Guarantor is the surviving business entity. Further, Guarantor shall not change its legal structure unless (a) Guarantor obtains the prior written consent of Lender and (b) all Guarantor's obligations under this Guaranty are assumed in writing by the new business entity.

19. Remedies. If Guarantor fails to fulfill its duty to pay all Indebtedness guaranteed hereunder, Lender shall have all of the remedies of a creditor and, to the extent applicable, of a secured party, under all applicable law. Without limiting the foregoing to the extent permitted by law, Lender may, at its option and without notice or demand:

(a) declare any Indebtedness due and payable at once;

(b) take possession of any collateral pledged by Borrower or Guarantor, wherever located, and sell, resell, assign, transfer, and deliver all or any part of the collateral at any public or private sale or otherwise dispose of any or all of the collateral in its then condition, for cash or on credit or for future delivery, and in connection therewith Lender may impose reasonable conditions upon any such sale. Further, Lender, unless prohibited by law the provisions of which cannot be waived, may purchase all or any part of the collateral to be sold, free from and discharged of all trusts, claims, rights of redemption and equities of Borrower or Guarantor whatsoever. Guarantor acknowledges and agrees that the sale of any collateral through any nationally recognized broker-dealer, investment banker, or any other method common in the securities industry shall be deemed a commercially reasonable sale under the Uniform Commercial Code or any other equivalent statute or federal law, and expressly waives notice thereof except as provided herein; and

(c) set off against any or all liabilities of Guarantor all money owed by Lender or any of its agents or affiliates in any capacity to Guarantor, whether or not due, and also set off against all other liabilities of Guarantor to Lender all money owed by Lender in any capacity to Guarantor. If exercised by Lender, Lender shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon the occurrence of such default although made or entered on the books subsequent thereto.

20. Notices. All notices required under this Guaranty shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Guaranty, in the case of Guarantor, and to the address on the signature page of the Loan Agreement, in the case of Lender, or sent by facsimile to the fax numbers listed on such signature pages, or to such other addresses as Lender and Guarantor may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

21. Successors and Assigns. This Guaranty (a) binds Guarantor and Guarantor's executors, administrators, successors, and assigns, provided that Guarantor may not assign its rights or obligations under this Guaranty without the prior written consent of Lender, and (b) inures to the benefit of Lender and Lender's indorsees, successors, and assigns. Lender may,

without notice to Guarantor and without affecting Guarantor's obligations hereunder, sell, assign, grant participations in, pledge as collateral, or otherwise transfer to any other person, firm, or corporation the Indebtedness and this Guaranty, in whole or in part. Guarantor agrees that Lender may disclose to any assignee or purchaser, or any prospective assignee or purchaser, of all or part of the Indebtedness any and all information in Lender's possession concerning Guarantor, this Guaranty, and any security for this Guaranty.

22. Amendments, Waivers, and Severability. No provision of this Guaranty may be amended or waived except in writing. No failure by Lender to exercise, and no delay in exercising, any of its rights, remedies, or powers shall operate as a waiver thereof, and no single or partial exercise of any such right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The unenforceability or invalidity of any provision of this Guaranty shall not affect the enforceability or validity of any other provision of this Guaranty.

23. Costs and Expenses. Guarantor agrees to pay all reasonable attorneys' fees, and all other costs and expenses that may be incurred by Lender (a) in the enforcement of this Guaranty or (b) in the preservation, protection, or enforcement of any rights of Lender in any case commenced by or against Guarantor or Borrower under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute.

24. Governing Law and Jurisdiction. This Guaranty shall be governed by and construed and enforced in accordance with the law of the State of California. To the extent that Lender has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Guaranty shall be the forum appropriate for such action or proceeding against Borrower, to which jurisdiction Guarantor irrevocably submits and to which venue Guarantor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith. It is provided, however, that if Guarantor owns property in another state, notwithstanding that the forum for enforcement action is elsewhere, Lender may commence a collection proceeding in any state in which Guarantor owns property for the purpose of enforcing provisional remedies against such property. Service of process by Lender in connection with such action or proceeding shall be binding on Guarantor if sent to Guarantor by registered or certified mail at its address specified below.

25. Dispute Resolution Provision. This paragraph, including the subparagraphs below, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the parties entering into this agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement, including, without limitation, the Pledge Agreement (collectively a "Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Lender involved in the servicing, management or administration of any obligation described or evidenced by this agreement.

(b) At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the Lender may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars ($5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(e) Except as waived by Guarantor in this Guaranty, the arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (j) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.

(f) The procedure described above will not apply if the Claim, at the time of the proposed submission to arbitration, arises from or relates to an obligation to the Lender secured by real property. In this case, all of the parties to this agreement must consent to submission of the Claim to arbitration.

(g) To the extent any Claims are not arbitrated, to the extent permitted by law the Claims shall be resolved in court by a judge without a jury, except any Claims which are brought in California state court shall be determined by judicial reference as described below.

(h) Any Claim which is not arbitrated and which is brought in California state court will be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice. The referee (or panel of referees) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 638 and the following related sections. The referee shall determine all issues in accordance with existing California law and the California rules of evidence and civil procedure. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication . The award that results from the decision of the referee(s) will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Sections 644(a) and 645. The parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.

(i) This Dispute Resolution Provision does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration or judicial reference.

(j) Any arbitration, judicial reference or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

(k) By agreeing to binding arbitration or judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit this Dispute Resolution Provision, to the extent any Claim is not arbitrated or submitted to judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

26. **FINAL AGREEMENT. BY SIGNING THIS DOCUMENT THE UNDERSIGNED REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO**

UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty as of the date first written above.

CAMBRIAN ENERGY MCCOMMAS BLUFF LLC,
a Delaware limited liability company

By: /s/ Evan G. Williams
Name: Evan G. Williams
Title: Manager

Address for notices:

Cambrian Energy McCommas Bluff LLC
c/o Cambrian Energy Management LLC
624 South Grand Ave., Suite 2420
Los Angeles, CA 90017
Attention: Evan G. Williams
Telephone: (213) 628-8312
Facsimile: (213) 488-9890

August 15, 2008

Clean Energy
3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
Attention: Andrew Littlefair

Re: Subordination of Management Fees

Ladies and Gentlemen:

Reference is made to (a) the Loan Agreement dated as of August 15, 2008 (as amended, restated, extended, supplemented, or otherwise modified from time to time, the "Loan Agreement"), between CE Dallas Renewables LLC, a Delaware limited liability company ("Borrower"), and Clean Energy, a California corporation ("Lender"), and (b) any and all debts, obligations or liabilities now or hereafter existing, absolute or contingent of Borrower, any of its subsidiaries or affiliates, or any successors or assigns of such parties (collectively, the "Borrower Group"), to Lender under the Loan Agreement and each of the documents executed in connection therewith, whether voluntary or involuntary, whether due or not due, or whether incurred direectly or indirectly or acquired by Lender by assignment or otherwise, are collectively referred to herein as the "Obligations." All other capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

In order to induce you to extend credit to Borrower under the Loan Agreement, the undersigned by executing this letter agreement hereby represents, warrants, covenants and agrees for your benefit that:

1. All management, consulting or similar fees or compensation (collectively, "Management Fees") paid or payable directly or indirectly to the undersigned and/or any of its respective officers, employees, subsidiaries and affiliates (collectively, the "Management Group") by the Borrower Group, shall be and hereby are subordinated to all amounts now or hereafter owing to you in connection with the Obligations, and the payment thereof is deferred until the payment of all such Obligations in full in cash, the termination of the lending commitments under the Loan Agreement and the cash collateralization (or termination by other means) of all outstanding letters of credit issued in connection with the Loan Agreement; provided that the Management Group may collect from and enforce against the Borrower Group such Management Fees as are permitted to be paid under Section 6.1 of the Loan Agreement, in the amounts and at the times specified therein.

2. Except as set forth in paragraph 1 above, the Management Group shall not accept or receive, by setoff or in any other manner, any Management Fees from the Borrower Group and, except to the extent set forth in paragraph 1 above, any Management Fees received by the Management Group shall be held in trust for the benefit of Lender.

3. Except to the extent permitted under the Loan Agreement, no member of the Management Group has entered into or shall, or shall be permitted to, enter into or be a party to any management, consulting or similar agreement with any member of the Borrower Group.

4. It is hereby expressly acknowledged that following the consummation of the DCE Restructure (as defined in the Loan Agreement), Dallas Clean Energy LLC, a Delaware limited liability company ("DCE") shall assume all of Borrower's obligations under the Loan Agreement and all instruments, documents, and agreements executed in connection therewith, including, without limitation, this letter agreement. Following such restructure, DCE shall be deemed to be a member of the Borrower Group and shall be bound by the terms of this letter agreement.

5. This letter agreement is binding on the successors and assignees of each of the parties hereto. Any and all provisions of the Loan Agreement which pertain to documents executed in connection therewith generally, shall be applicable to this letter agreement. This letter agreement shall be governed by and construed in accordance with the laws of California, provided that to the extent that Lender has greater rights or remedies under federal law, this section shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this letter agreement on behalf of itself and its affiliates as of the date first written above.

Very truly yours,

CAMBRIAN ENERGY MCCOMMAS BLUFF LLC,
a Delaware limited liability company

By: /s/ Evan G. Williams
Name: Evan G. Williams
Title: Manager

ACKNOWLEDGED AND AGREED TO:

CE DALLAS RENEWABLES LLC,

a Delaware limited liability company

By: Cambrian Energy Management LLC,
a Delaware limited liability company,
its Management Company

By: /s/ Evan G. Williams
Name: Evan G. Williams
Title: Manager

CREDIT AGREEMENT

CLEAN ENERGY FUELS CORP.

and

CLEAN ENERGY
as the Borrowers

and

PLAINSCAPITAL BANK,
as the Lender

$18,000,000 Facility A
$12,000,000 Facility B

August 15, 2008

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT is made as of August 15, 2008, by and among CLEAN ENERGY FUELS CORP., a Delaware corporation ("CEF"), and CLEAN ENERGY, a California corporation ("Clean Energy"), as the Borrowers, and PLAINSCAPITAL BANK, a Texas state chartered bank, as the Lender (the "Lender").

W I T N E S S E T H:

In consideration of the mutual covenants and agreements contained herein in consideration of the loans which may hereafter be made by the Lender, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I - Definitions and References

Section 1.1. Defined Terms. As used in this Agreement, each of the following terms has the meaning given to such term in this Section 1.1 or in the sections and subsections referred to below:

"Accounts" means all presently existing and hereafter arising accounts, contract rights, and all other forms of obligations owing to Borrowers arising out of the sale or lease of goods or the rendering of services by Borrowers.

"Acquisition" means the acquisition of all membership interests in DCE pursuant to the Acquisition Documents.

"Acquisition Documents" means (a) the Membership Interests Purchase and Sale Agreement dated August 15, 2008 among Camco International, Ltd., Camco DCE Limited, Camco DCE Inc., CE Dallas, Clean Energy, and Cambrian, (b) the Assignment of Membership Interests, and (c) all other agreements or instruments delivered in connection therewith to consummate the Acquisition.

"Adjusted Base Rate" means, on any day, the greater of (i) the Base Rate for such day plus one-half of one percent (0.50%) per annum and (ii) five and one-half of one percent (5.50%) per annum; provided that the Adjusted Base Rate shall never exceed the Highest Lawful Rate.

"Affiliate" means, as to any Person, each other Person that directly or indirectly (through one or more intermediaries or otherwise) controls, is controlled by, or is under common control with, such Person. A Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly, power:

(a) to vote 10% or more of the securities or other equity interests (on a fully diluted basis) having ordinary voting power for the election of directors, the managing general partner or partners or the managing member or members; or

(b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Credit Agreement.

"Base Rate" means, for each calendar month, the Prime Rate of interest for the U.S. published in the Borrowing Benchmarks section of the Wall Street Journal on the first Business Day of such calendar month. Any changes in the Wall Street Journal Prime Rate as of the first Business Day of each calendar month shall take place immediately without notice or demand of any kind. If the Wall Street Journal no longer reports the Prime Rate, or the Lender determines in good faith that the rate so reported no longer accurately reflects an accurate determination of the prevailing Prime Rate, the Lender may select a reasonably comparable index or source to use as the basis for the Base Rate. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate being charged by the Lender to its customers.

"Blue Fuels" means Blue Fuels Group L.P., a Texas limited partnership.

"Borrower" means either CEF or Clean Energy, individually, and "Borrowers" means CEF and Clean Energy collectively.

"Borrowing Notice" means a written or telephonic request, or a written confirmation, made by the Borrowers which meets the requirements of Section 2.2.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks are open for business with the public in Dallas, Texas.

"Cambrian" means Cambrian McCommas Bluff LLC, a Delaware limited liability company.

"Capital Lease" means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Capital Lease Obligation" means, with respect to any Person and a Capital Lease, the amount of the obligation of such Person as the lessee under such Capital Lease which should, in accordance with GAAP, appear as a liability on the balance sheet of such Person.

"Cash Equivalents" means Investments in:

(a) marketable obligations, maturing within twelve months after acquisition thereof, issued or unconditionally guaranteed by the United States of America or an instrumentality or agency thereof and entitled to the full faith and credit of the United States of America;

(b) demand deposits, and time deposits (including certificates of deposit) maturing within twelve months from the date of deposit thereof, with any office of the Lender or with a domestic office of any national or state bank or trust company which is organized under the Laws of the United States of America or any state therein, which has capital, surplus and undivided profits of at least $300,000,000, and whose long term certificates of deposit are rated at least Aa3 by Moody's or AA- by S & P;

(c) repurchase obligations with a term of not more than seven days for underlying securities of the types described in subsection (a) above entered into with any commercial bank meeting the specifications of subsection (b) above;

(d) open market commercial paper, maturing within 270 days after acquisition thereof, which are rated at least P-1 by Moody's or A-1 by S & P; and

(e) money market or other mutual funds (i) that are rated AA or better by S&P or (ii) substantially all of the assets of which comprise securities of the types described in subsections (a) through (d) above.

"CE Dallas" means CE Dallas Renewables LLC, a Delaware limited liability company.

"CEF" means Clean Energy Fuels Corp., a Delaware corporation.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority.

"Change of Control" means the occurrence of any of the following events: (a) any Person or two or more Persons (other than the Permitted Holders) acting as a group shall acquire beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Act of 1934, as amended, and including holding proxies to vote for the election of directors other than proxies held by either Borrower's management or their designees to be voted in favor of Persons nominated by such Borrower's Board of Directors) of 35% or more of the outstanding voting securities of such Borrower, measured by voting power (including both common stock and any preferred stock or other equity securities entitling the holders thereof to vote with the holders of common stock in elections for directors of such Borrower, (b) one-third or more of the directors of either Borrower shall consist of Persons not nominated by such Borrower's Board of Directors (not including as Board nominees any directors which the Board is obligated to nominate pursuant to shareholders agreements, voting trust arrangements or similar arrangements), or (c) Clean Energy fails to own at least fifty-one percent (51%) of all outstanding member interests in the Project Company.

"Clean Energy" means Clean Energy, a California Corporation.

"Clean Energy Loan Documents" means that certain Loan Agreement of even date herewith between the Project Company, as borrower, and Clean Energy, as lender, a promissory note in the stated principal amount of $14,000,000 made by the Project Company payable to the order of Clean Energy, and the security documents and other agreement and instruments executed in connection therewith.

"Closing Date" means the date on which all of the conditions precedent set forth in Sections 4.1, 4.2 and 4.3 shall have been satisfied or waived.

"Collateral" means all property of any kind which is subject to a Lien in favor of Lender or which, under the terms of any Security Document, is purported to be subject to such a Lien, in each case that secures the Obligations.

"Consolidated" refers to the consolidation of any Person, in accordance with GAAP, with its properly consolidated subsidiaries. References herein to a Person's Consolidated financial statements, financial position, financial condition, liabilities, etc. refer to the consolidated financial statements, financial position, financial condition, liabilities, etc. of such Person and its properly consolidated subsidiaries.

"Consolidated EBITDA" means, for any period (without duplication), the sum of (1) Consolidated Net Income during such period (excluding extraordinary gains and losses), plus (2) all interest expense recorded during such period on Indebtedness (including amortization of original issue discount and the interest component of any deferred payment obligations and Capital Lease Obligations) which was deducted in determining such Consolidated Net Income, plus (3) all income taxes which were deducted in determining such Consolidated Net Income, plus (4) all depreciation, amortization (including amortization of good will and debt issue costs), depletion, and other non-cash charges (including any provision for the reduction in the carrying value of assets recorded in accordance with GAAP and including those resulting from the requirements of FASB 133, 143 or 144) which were deducted in determining such Consolidated Net Income, plus (5) all stock option compensation expenses which were deducted in determining such Consolidated Net Income, minus (6) all non-cash items of income which were included in determining such Consolidated Net Income.

"Consolidated Funded Debt" means (1) the categories of Liabilities of CEF and its properly Consolidated Subsidiaries described in clauses (a), (b), (c), and (e), of the definition of "Indebtedness" in Section 1.1, (2) Liabilities of CEF and its properly Consolidated Subsidiaries for reimbursement obligations owed to a creditor for amounts paid by such creditor for draws under a letter of credit, and (3) Liabilities of CEF and its properly Consolidated Subsidiaries for any guaranty of Indebtedness for which the creditor has made demand for payment (without duplication).

"Consolidated Net Income" means, for any period, CEF's and its properly Consolidated Subsidiaries' gross revenues for such period, including any cash dividends or distributions actually received from any other Person during such period, minus CEF's and such Subsidiaries' expenses and other proper charges against income (including taxes on income, to the extent imposed), determined on a Consolidated basis.

"Consolidated Net Worth" means, at any time, (a) the total assets of CEF and its Subsidiaries which would be shown as assets on a Consolidated balance sheet of CEF and its Subsidiaries as of such time, minus (b) the total liabilities of CEF and its Subsidiaries which would be shown as liabilities on a Consolidated balance sheet of CEF and its Subsidiaries as of such time.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"DCE" means Dallas Clean Energy LLC, a Delaware limited liability company.

"DCE Post Closing Merger" means the merger of CE Dallas with and into DCE, with DCE being the surviving entity.

"Default" means any Event of Default and any default, event or condition which would, with the giving of any requisite notices and the passage of any requisite periods of time, constitute an Event of Default.

"Default Rate" means, at the time in question, the Base Rate then in effect plus five percent (5%) per annum.

"Disclosure Schedule" means Schedule 1 hereto.

"Distribution" means (a) any dividend or other distribution made by a Restricted Person on or in respect of any stock, partnership interest, membership interest, or other equity interest in such Restricted Person or any other Restricted Person (including any option or warrant to buy such an equity interest), or (b) any payment made by a Restricted Person to purchase, redeem, acquire or retire any stock, partnership interest, membership interest, or other equity interest in such Restricted Person or any other Restricted Person (including any such option or warrant).

"Environmental Laws" means any and all Laws relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment including ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes. Environmental Laws include, without limitation, the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, the Rivers and Harbors Act of 1899, as amended, the Safe Drinking Water Act, as amended, CERCLA, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended, the Occupational Safety and Health Act ("OSHA"), as amended, the Hazardous Materials Transportation Act, as amended, any similar state laws, and any other federal, state and local Law whose purpose is to conserve or protect human health, the environment, wildlife or natural resources.

"Equity Interest" means shares of capital stock or a partnership, profits, capital, member or other equity interest, or options, warrants or any other rights to substitute for or otherwise acquire the capital stock or a partnership, profits, capital, member or other equity interest of any Person.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statutes or statute, together with all rules and regulations promulgated with respect thereto.

"ERISA Affiliate" means each Restricted Person and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control that, together with such Restricted Person, are treated as a single employer under Section 414 of the Internal Revenue Code.

"ERISA Plan" means any employee pension benefit plan subject to Title IV of ERISA maintained by any ERISA Affiliate with respect to which any Restricted Person has a fixed or contingent liability.

"Event of Default" has the meaning given to such term in Section 8.1.

"Excluded Taxes" means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes (however denominated, including any such taxes imposed on or measured by overall gross income) imposed on it (in lieu of net income taxes), by a jurisdiction (or any political subdivision thereof) (I) under the laws of which such recipient is organized, (II) in which its principal office is located or, in the case of the Lender, in which its Lending Office is located, or (III) with which the Lender or such recipient otherwise has nexus (other than nexus arising solely from receiving any payment or enforcing its rights under this Agreement) and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrowers are located.

"Facility A Loan" has the meaning give to such term in Section 2.1(a).

"Facility A Note" has the meaning give to such term in Section 2.1(a).

"Facility B Commitment Period" means the period from and including the Closing Date until February 15, 2009 (or, if earlier, the day on which the obligations of the Lender to make Loans hereunder has been terminated or the Notes first become due and payable in full).

"Facility B Loans" has the meaning give to such term in Section 2.1(b).

"Facility B Maximum Credit Amount" means the obligation of the Lender to make Facility B Loans to the Borrowers in an aggregate amount not exceeding $12,000,000.

"Facility B Note" has the meaning give to such term in Section 2.1(b).

"Fiscal Quarter" means a three-month period ending on March 31, June 30, September 30 or December 31 of any year.

"Fiscal Year" means a twelve-month period ending on December 31 of any year.

"GAAP" means those generally accepted accounting principles and practices which are recognized as such by the Financial Accounting Standards Board (or any generally recognized successor) and which, in the case of Restricted Persons and their Consolidated Subsidiaries, are applied for all periods after the date hereof in a manner consistent with the manner in which such principles and practices were applied to the Initial Financial Statements. If any change in any

accounting principle or practice is required by the Financial Accounting Standards Board (or any such successor) in order for such principle or practice to continue as a generally accepted accounting principle or practice, all reports and financial statements required hereunder with respect to any Restricted Person or with respect to any Restricted Person and its Consolidated Subsidiaries may be prepared in accordance with such change, but all calculations and determinations to be made hereunder may be made in accordance with such change only after notice of such change is given to the Lender, and the Lender and the Borrowers agree to negotiate in good faith in respect of the modification of any covenants hereunder that are affected by such change in order to cause them to measure substantially the same financial performance as the covenants in effect immediately prior to such change.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Hazardous Materials" means any substances regulated under any Environmental Law, whether as pollutants, contaminants, or chemicals, or as industrial, toxic or hazardous substances or wastes, or otherwise, including, but not limited to (a) any "hazardous substance," as defined by CERCLA; (b) any "hazardous waste" or "solid waste," in either case as defined by the Resource Conservation and Recovery Act, as amended; (c) any solid, hazardous, dangerous, radioactive or toxic chemical, material, waste or substance, within the meaning of and regulated by any Environmental Law; (d) any asbestos containing materials in any form or condition; (e) any polychlorinated biphenyls in any form or condition; (f) petroleum, petroleum hydrocarbons, or any fraction or byproducts thereof; or (g) any air pollutant which is so designated by the U.S. EPA as authorized by the Clean Air Act or otherwise regulated by the Clean Air Act.

"Hedging Contract" means (a) any agreement providing for options, swaps, floors, caps, collars, forward sales or forward purchases involving interest rates, commodities or commodity prices, equities, currencies, bonds, or indexes based on any of the foregoing, (b) any option, futures or forward contract traded on an exchange, and (c) any other derivative agreement or other similar agreement or arrangement.

"Highest Lawful Rate" means the maximum nonusurious rate of interest that the Lender is permitted under applicable Law to contract for, take, charge, or receive with respect to the Obligations.

"Indebtedness" of any Person means Liabilities in any of the following categories (without duplication):

(a) Liabilities for borrowed money;

(b) Liabilities constituting an obligation to pay the deferred purchase price of property or services;

(c) Liabilities evidenced by a bond, debenture, note or similar instrument;

(d) Liabilities which (i) would under GAAP be shown on such Person's balance sheet as a liability, and (ii) are payable more than one (1) year from the date of creation or incurrence thereof (other than reserves for taxes and reserves for contingent obligations);

(e) Liabilities constituting principal under Capital Leases Obligations;

(f) Liabilities arising under conditional sales or other title retention agreements relating to property purchased by such Person;

(g) Liabilities owing under direct or indirect guaranties of Indebtedness of any other Person or otherwise constituting obligations to purchase or acquire or to otherwise protect or insure a creditor against loss in respect of Indebtedness of any other Person (such as obligations under working capital maintenance agreements, agreements to keep-well, or agreements to purchase Indebtedness, assets, goods, securities or services), but excluding endorsements in the ordinary course of business of negotiable instruments in the course of collection;

(h) Liabilities (for example, repurchase agreements, mandatorily redeemable preferred stock and sale/leaseback agreements) consisting of an obligation to purchase or redeem securities or other property of such Person, if such Liabilities arise out of or in connection with the sale or issuance of the same or similar securities or property;

(i) Liabilities with respect to letters of credit or applications or reimbursement agreements therefor;

(j) Liabilities arising under Hedging Contracts (on a net basis to the extent netting is provided for in the applicable Hedging Contract), excluding any portion thereof which would be accounted for as an interest expense under GAAP; and

(k) Liabilities with respect to banker's acceptances;

provided, however, that the "Indebtedness" of any Person shall not include Liabilities that were incurred by such Person on ordinary trade terms to vendors, suppliers, or other Persons providing goods and services for use by such Person in the ordinary course of its business, unless and until such Liabilities are outstanding more than 90 days past the original invoice or billing date therefor.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Independent Engineers" means the independent petroleum engineering firm that prepared the Initial Engineering Report or another independent petroleum engineering firm chosen by the Borrowers and acceptable to the Lender.

"Initial Engineering Report" means the engineering report concerning the McCommas Bluff Gas Plant dated August 13, 2008, prepared by SCS Energy.

"Initial Financial Statements" means (a) the audited annual Consolidated financial statements of the Borrowers dated as of December 31, 2007, and (b) the unaudited quarterly Consolidated financial statements of the Borrowers dated as of June 30, 2008.

"Insolvent" means with respect to any Person, that such Person (a) is insolvent (as such term is defined in the United States Bankruptcy Code, Title 11 U.S.C., as amended (the "Code"), and with all terms used in this Section that are defined in the Code having the meanings ascribed to those terms in the text and interpretive case law applicable to the Code), or (b) the sum of such Person's debts, including absolute and contingent liabilities, the Obligations or guarantees thereof, exceeds the value of such Person's assets, at a fair valuation, and (c) such Person's capital is unreasonably small for the business in which such Person is engaged and intends to be engaged. Such Person has incurred (whether under the Loan Documents or otherwise), or intends to incur debts which will be beyond its ability to pay as such debts mature.

"Insurance Schedule" means Schedule 3 attached hereto.

"Investment" means any investment, made directly or indirectly, in any Person, whether by purchase, acquisition of equity interests, indebtedness or other obligations or securities or by extension of credit, loan, advance, capital contribution or otherwise and whether made in cash, by the transfer of property, or by any other means.

"Law" means any statute, law, regulation, ordinance, rule, treaty, judgment, order, decree, permit, concession, franchise, license, agreement or other governmental restriction of the United States or any state or political subdivision thereof or of any foreign country or any department, province or other political subdivision thereof. Any reference to a Law includes any amendment or modification to such Law, and all regulations, rulings, and other Laws promulgated under such Law.

"Lease" means that certain Lease to Develop Landfill Gas dated as of December 12, 1994, as amended by that certain First Amendment to the Lease to Develop Landfill Gas dated as of July 10, 2003, and by that certain Acknowledgment Agreement dated as of November 19, 2007, pursuant to which DCE leases from the City of Dallas certain real property known as the McCommas Bluff Landfill for the purpose of developing and processing "Landfill Gas."

"Lender" means PlainsCapital Bank, a Texas state chartered bank.

"Lending Office" means the office of the Lender in Dallas, Texas, or such other office as such Lender may from time to time specify to the Borrowers.

"Liabilities" means, as to any Person, all indebtedness, liabilities and obligations of such Person, whether matured or unmatured, liquidated or unliquidated, primary or secondary, direct or indirect, absolute, fixed or contingent, and whether or not required to be considered pursuant to GAAP.

"Lien" means, with respect to any property or assets, any right or interest therein of a creditor to secure Liabilities owed to it or any other arrangement with such creditor which provides for the payment of such Liabilities out of such property or assets or which allows such creditor to have such Liabilities satisfied out of such property or assets prior to the general creditors of any owner thereof, including any lien, mortgage, security interest, pledge, deposit, production payment, rights of a vendor under any title retention or conditional sale agreement or lease substantially equivalent thereto, tax lien, mechanic's or materialman's lien, or any other charge or encumbrance for security purposes, whether arising by Law or agreement or otherwise,

but excluding any right of offset which arises without agreement in the ordinary course of business. "Lien" also means any filed financing statement, any registration of a pledge (such as with an issuer of uncertificated securities), or any other arrangement or action which would serve to perfect a Lien described in the preceding sentence, regardless of whether such financing statement is filed, such registration is made, or such arrangement or action is undertaken before or after such Lien exists.

"LLC Agreement" means that certain Limited Liability Company Agreement of the Project Company dated as of August 15, 2008 by and among Clean Energy and Cambrian.

"Loan Documents" means this Agreement, the Notes, the Security Documents, and all other agreements, certificates, documents, instruments and writings at any time delivered in connection herewith or therewith (exclusive of term sheets and commitment letters).

"Loans" means, collectively, the Facility A Loan and the Facility B Loans. "Loan" means the Facility A Loan or the Facility B Loans individually.

"Lockbox" has the meaning given it in Section 4.1(l).

"Material Adverse Change" means a material and adverse change, from the state of affairs as of June 30, 2008, or as represented or warranted in any Loan Document, to (a) the Borrowers' Consolidated financial condition, (b) the Borrowers' Consolidated business, assets, operations, properties or prospects, considered as a whole, (c) DCE's financial condition, (d) DCE's business, assets, operations, properties or prospects taken as a whole, (e) the Borrowers' ability to timely pay the Obligations, or (f) the enforceability of the material terms of any Loan Documents against the Restricted Persons.

"Maturity Date" means August 15, 2013.

"Moody's" means Moody's Investors Service, Inc., or its successor.

"Natural Fuels" means Natural Fuels Company LLC, a Colorado limited liability company.

"Notes" means, collectively, the Facility A Note and the Facility B Note.

"Obligations" means all Liabilities from time to time owing by any Restricted Person to the Lender under or pursuant to any of the Loan Documents. "Obligation" means any part of the Obligations.

"Organizational Documents" means (i) with respect to any corporation, its certificate or articles of incorporation, as amended, and it by-laws, as amended, (ii) with respect to any limited partnership, its certificate of limited partnership, as amended, and its partnership agreement, as amended, (iii) with respect to any limited liability company, its articles of organization, as amended, and its operating agreement, as amended. In the event any term or conditions of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Payment Reserve Account" means deposit account number 3100031073 established with the Lender in the name of "PlainsCapital Bank for the benefit of Clean Energy."

"Permits" means all permits, consents, authorizations, approvals, registrations, licenses, certificates or variances granted by or obtained from any Governmental Authority.

"Permitted Holders" means T. Boone Pickens and Madeleine Pickens.

"Permitted Investments" means

(a) Cash Equivalents;

(b) existing Investments described in the Disclosure Schedule;

(c) normal and prudent extensions of credit by Restricted Persons to their customers for buying goods and services in the ordinary course of business or to another Restricted Person in the ordinary course of business, which extensions shall not be for longer periods than those extended by similar businesses operated in a normal and prudent manner;

(d) extensions of credit among Restricted Persons which are subordinated to the Obligations upon terms and conditions satisfactory to the Lender in its sole and absolute discretion;

(e) acquisitions of or capital contributions to or other Investments in any Person or property, so long as (1) immediately before and after giving pro forma effect to such Investment, no Event of Default shall have occurred and be continuing, (2) immediately after giving effect thereto, the Borrowers shall be in pro forma compliance with all of the covenants set forth in Sections 7.10 through 7.14, and (3) if such Investment is not being made with proceeds of the sale of Equity Interests of a Borrower, the Borrowers shall have delivered to the Lender, prior to the making of such Investment, a certificate of a Responsible Officer demonstrating compliance with the provisions of Sections 7.10 through 7.14; and

(f) Investments not described in subsections (a) through (e) above which do not (taking into account all Investments of all Restricted Persons) exceed an aggregate amount of $250,000 during any Fiscal Year.

For purpose of Investments described in clause (e) above, each such Investment shall be valued at the greater of (x) the amount at which such Investment is shown on the books of CEF or any of its Subsidiaries (or zero, if such Investment is not shown on any such books); and (ii) the excess of (x) the greater of (A) the amount originally entered on the books of CEF or any of its Subsidiaries with respect thereto and (B) the cost thereof to CEF or its Subsidiary over (y) any return of capital (after income taxes applicable thereto) upon such Investment through the sale or other liquidation thereof or part thereof or otherwise.

"Permitted Liens" means:

(a) statutory Liens for taxes, assessments or other governmental charges or levies which are not yet delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP;

(b) landlords', operators', carriers', warehousemen's, repairmen's, mechanics', materialmen's, or other like Liens which do not secure Indebtedness, in each case only to the extent arising in the ordinary course of business and only to the extent securing obligations which are not delinquent or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been maintained in accordance with GAAP;

(c) minor defects and irregularities in title to any property, so long as such defects and irregularities neither secure Indebtedness nor materially impair the value of such property or the use of such property for the purposes for which such property is held;

(d) deposits of cash or securities to secure the performance of bids, trade contracts (other than Indebtedness), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) Liens under the Security Documents;

(f) with respect only to property subject to any particular Security Document, Liens burdening such property which are expressly allowed by such Security Document;

(g) easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations in any property of the Borrowers or any of their Subsidiaries for the purpose of roads, pipelines, transmission lines, transportation lines, distribution lines for the removal of gas, oil, coal or other minerals or timber, and other like purposes, or for the joint or common use of real estate, rights of way, facilities and equipment, that do not secure any monetary obligations and that do not materially interfere with the future development of such property or with cash flow from such property;

(h) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution, provided that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor and no such deposit account is intended by the Borrowers or any of their Subsidiaries to provide collateral to the depository institution;

(i) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislations;

(j) Liens on cash deposits of the Borrowers or their Subsidiaries to secure Indebtedness under Hedging Contracts permitted under Section 7.1; and

(k) Liens granted by the Project Company to Clean Energy pursuant to the Clean Energy Loan Documents.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Project Company" means, at all times prior to the DCE Post Closing Merger, CE Dallas, and upon the effectiveness of the DCE Post Closing Merger and at all times thereafter, DCE.

"Rating Agency" means either S & P or Moody's.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect.

"Responsible Officer" means, with respect to each Borrower, the Chief Executive Officer, President or Chief Financial Officer of such Borrower, and with respect to any other Restricted Person, if such Restricted Person is a corporation, the President or Chief Financial Officer of such Restricted Person, if such Restricted Person is a limited liability company, a Manager or officer of such Restricted Person, as applicable, and if such Restricted Person is a limited partnership, the applicable officer of the General Partner of such limited partnership.

"Reserve Requirement" means, at any time, the maximum rate at which reserves (including any marginal, special, supplemental, or emergency reserves) are required to be maintained under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) by member banks of the Federal Reserve System against "Eurocurrency liabilities" (as such term is used in Regulation D).

"Restricted Person" means any of the Borrowers, Blue Fuels, Natural Fuels, Transtar and, upon consummation of the Acquisition, DCE.

"S & P" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, or its successor.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Security Documents" means all security agreements, deeds of trust, mortgages, chattel mortgages, pledges, guaranties, financing statements, continuation statements, extension agreements, subordination agreements, intercreditor agreements, and other agreements or instruments now, heretofore, or hereafter delivered by any Restricted Person to the Lender in connection with this Agreement or any transaction contemplated hereby to secure or guarantee the payment of any part of the Obligations or the performance of any Restricted Person's other duties and obligations under the Loan Documents.

"Security Schedule" means Schedule 2 hereto.

"Subsidiary" means, with respect to any Person, any corporation, association, partnership, limited liability company, joint venture, or other business or corporate entity, enterprise or organization which is directly or indirectly (through one or more intermediaries) controlled by or owned fifty percent or more by such Person.

"Taxes" means all present or future taxes (including Taxes imposed as a result of a Change in Law), levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Event" means (a) the occurrence with respect to any ERISA Plan of (i) a reportable event described in Section 4043(c)(5) or (6) of ERISA or (ii) any other reportable event described in Section 4043(c) of ERISA other than a reportable event not subject to the provision for 30-day notice to the Pension Benefit Guaranty Corporation pursuant to a waiver by such corporation under Section 4043(a) or 4043(b)(4) of ERISA, or (b) the withdrawal of any ERISA Affiliate from an ERISA Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, or (c) the filing of a notice of intent to terminate any ERISA Plan or the treatment of any ERISA Plan amendment as a termination under Section 4041(c) of ERISA, or (d) the institution of proceedings to terminate any ERISA Plan by the Pension Benefit Guaranty Corporation under Section 4042 of ERISA, or (e) any other event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any ERISA Plan.

"Threshold Amount" means $500,000.

"Transtar" means Transtar Energy Company L.P., a Texas limited partnership.

"Tribunal" means any government, any arbitration panel, any court or any governmental department, commission, board, bureau, agency or instrumentality of the United States of America or any state, province, commonwealth, nation, territory, possession, county, parish, town, township, village or municipality, whether now or hereafter constituted or existing.

Section 1.2. Exhibits and Schedules; Additional Definitions. All Exhibits and Schedules attached to this Agreement are a part hereof for all purposes. Reference is hereby made to the Security Schedule for the meaning of certain terms defined therein and used but not defined herein, which definitions are incorporated herein by reference.

Section 1.3. Terms Generally; References and Titles. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to

include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract right. References to any document, instrument, or agreement (a) shall include all exhibits, schedules, and other attachments thereto, and (b) shall include all documents, instruments, or agreements issued or executed in replacement thereof. Titles appearing at the beginning of any subdivisions are for convenience only and do not constitute any part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The phrases "this section" and "this subsection" and similar phrases refer only to the sections or subsections hereof in which such phrases occur. The word "or" is not exclusive. Accounting terms have the meanings assigned to them by GAAP, as applied by the accounting entity to which they refer. References to "days" shall mean calendar days, unless the term "Business Day" is used. Unless otherwise specified, references herein to any particular Person also refer to its successors and permitted assigns.

Section 1.4. Calculations and Determinations. All calculations under the Loan Documents of interest or fees shall be made on the basis of actual days elapsed (including the first day but excluding the last) and a year of 360 days. Each determination by the Lender of amounts to be paid under Article III or any other matters which are to be determined hereunder by the Lender (such as any Business Day or Reserve Requirement) shall, in the absence of manifest error, be conclusive and binding. Unless otherwise expressly provided herein or unless the Lender otherwise consents all financial statements and reports furnished to the Lender hereunder shall be prepared and all financial computations and determinations pursuant hereto shall be made in accordance with GAAP.

Section 1.5. Joint Preparation; Construction of Indemnities and Releases. This Agreement and the other Loan Documents have been reviewed and negotiated by sophisticated parties with access to legal counsel and no rule of construction shall apply hereto or thereto which would require or allow any Loan Document to be construed against any party because of its role in drafting such Loan Document. All indemnification and release provisions of this Agreement shall be construed broadly (and not narrowly) in favor of the Persons receiving indemnification or being released.

ARTICLE II - The Loans

Section 2.1. Commitments to Lend; Notes.

(a) Facility A Loan. Subject to the terms and conditions hereof, the Lender agrees to make a loan upon the Borrowers' request at the Closing Date, in the principal amount of $18,000,000 (the "Facility A Loan"). The obligation of the Borrowers to repay to the Lender the Facility A Loan, together with interest accruing in connection therewith, shall be evidenced by a

single promissory note (herein called the "Facility A Note") made by the Borrowers payable to the order of the Lender in the form of Exhibit A-1 with appropriate insertions. Interest on the Facility A Note shall accrue and be due and payable as provided herein. The Facility A Note shall be due and payable as provided herein, and shall be due and payable in full on the Maturity Date. Amounts borrowed and repaid on the Facility A Loan may not be reborrowed.

(b) Facility B Loans. Subject to the terms and conditions hereof, the Lender agrees to make one or more loans to the Borrowers (herein called the "Facility B Loans"), upon Borrowers' request, provided that such requests occur during the Facility B Commitment Period, and the aggregate amount of Facility B Loans made by Lender, after giving effect to such requested loan does not exceed the Facility B Maximum Credit Amount. The obligation of the Borrowers to repay to the Lender the aggregate amount of all Facility B Loans made by the Lender, together with interest accruing in connection therewith, shall be evidenced by a single promissory note (herein called the "Facility B Note") by the Borrowers payable to the order of the Lender in the form of Exhibit A-2 with appropriate insertions . The amount of principal owing on the Facility B Note at any given time shall be the aggregate amount of all Facility B Loans theretofore made by the Lender minus all payments of principal theretofore received by the Lender on the Facility B Note. Interest on the Facility B Note shall accrue and be due and payable as provided herein. The Facility B Note shall be due and payable as provided herein, and shall be due and payable in full on the Maturity Date. Amounts borrowed and repaid on the Facility B Loans may not be reborrowed.

Section 2.2. Requests for Loans. The Borrowers must give to the Lender written or electronic notice (or telephonic notice promptly confirmed in writing) of any requested new Facility B Loans (after the first) to be advanced by the Lender. Each such notice constitutes a "Borrowing Notice" hereunder and must:

(a) specify the date on which such Loan is to be advanced;

(b) be received by the Lender not later than noon, Dallas, Texas time, at least two (2) Business Days prior to the day on which such Loans are to be made; and

(c) include a copy of the applicable request for a new loan made by the Project Company under the Clean Energy Loan Documents, together with all supporting documentation therefor.

Each such written request or confirmation must be made in the form and substance of the "Borrowing Notice" attached hereto as Exhibit B, duly completed. Each such telephonic request shall be deemed a representation, warranty, acknowledgment and agreement by the Borrowers as to the matters which are required to be set out in such written confirmation. If all conditions precedent to such new Loans have been met, the Lender shall promptly make such Loans available to the Borrowers.

Section 2.3. Use of Proceeds. The Borrowers shall use the Facility A Loan to consummate the transactions contemplated by the Acquisition Documents. The Borrowers shall use the Facility B Loans to (i) fund the Payment Reserve Account, (ii) advance funds to the Project Company pursuant to the Clean Energy Loan Documents, (iii) pay all costs and expenses

incurred by Borrower in connection with the transactions contemplated hereby, and (iv) pay all fees to be paid to the Lender on the Closing Date. In no event shall the funds from any Loan be used directly or indirectly by any Person for personal, family, household or agricultural purposes or for the purpose, whether immediate, incidental or ultimate, of purchasing, acquiring or carrying any "margin stock" (as such term is defined in Regulation U promulgated by the Board of Governors of the Federal Reserve System) or to extend credit to others directly or indirectly for the purpose of purchasing or carrying any such margin stock. The Borrowers represent and warrant that the Borrowers are not engaged principally, or as one of the Borrowers' important activities, in the business of extending credit to others for the purpose of purchasing or carrying such margin stock.

Section 2.4. Interest Rates and Fees; Payments.

(a) Interest Rates. Subject to subsection (b) below, each Loan shall bear interest on each day outstanding at the Adjusted Base Rate in effect on such day.

(b) Default Rate. If an Event of Default shall have occurred and be continuing under Section 8.1(a), (b), (j)(i), (j)(ii), or (j)(iii), all outstanding Loans shall bear interest at the Default Rate. In addition, if an Event of Default shall have occurred and be continuing (other than under Section 8.1(a), (b), (j)(i), (j)(ii), or (j)(iii)), the Lender may, by notice to the Borrowers, elect to have the outstanding Loans bear interest at the Default Rate, whereupon such Loans shall bear interest at the Default Rate until the earlier of (i) the first date thereafter upon which there shall be no Event of Default continuing and (ii) the date upon which the Lender shall have rescinded such notice.

(c) Facility Fees. In consideration of the Lender's commitment to make Loans, the Borrowers will pay to the Lender a facility fee in the amount of $300,000, which fee shall be fully earned and due and payable on the Closing Date.

(d) Facility A Payments. The first payment of principal and interest on the Facility A Loan in the amount of $153,868.63 shall be due and payable on September 15, 2008. Each subsequent payment of principal and interest will be in such amount as determined by Lender is necessary to amortize the principal balance of the Facility A Loan in level payments of principal and accrued interest over a fourteen (14) year period at an interest rate equal to the Adjusted Base Rate then in effect, and each such payment shall be due and payable on the 15th day of each calendar month, commencing October 15, 2008, and continuing regularly thereafter until the Maturity Date, when the entire amount of the Facility A Loan, principal and interest then remaining unpaid, shall be then due and payable.

(e) Facility B Payments. Interest, computed upon the unpaid principal balance of the Facility B Loans shall be due and payable quarterly as it accrues commencing on September 30, 2008, and continuing regularly on the last day of each Fiscal Quarter thereafter until payment in full of any principal outstanding amount of the Facility B Loans. The principal amount of the Facility B Loans shall be due and payable in annual payments commencing on August 1, 2009, and continuing on each anniversary date thereafter, each such payment being in an amount equal to the lesser of (i) the aggregate principal amount of the Facility B Loans then outstanding and (ii) $2,800,000; provided that in any event, on the Maturity Date, the entire amount of the Facility B Loans, principal and interest then remaining unpaid, shall be due and payable.

Section 2.5. Voluntary Prepayments. The Borrowers may with respect to any Loan, from time to time, and without premium or penalty prepay the Loans, in whole or in part. Each prepayment of principal under this section shall be accompanied by all interest then accrued and unpaid on the principal so prepaid. Any principal or interest prepaid pursuant to this section shall be in addition to, and not in lieu of, all payments otherwise required to be paid under the Loan Documents at the time of such prepayment.

Section 2.6. Mandatory Prepayments.

(a) Clean Energy shall immediately deliver to the Lender all proceeds (net of reasonable expenses) received by Clean Energy from the sale of member interests in the Project Company to Cambrian pursuant to Section 13.1 of the LLC Agreement. All amounts received by the Lender pursuant to this Section 2.6 (a) shall be applied as a prepayment of the Facility A Loans. To the extent that any prepayment made under this Section 2.6(a) exceeds the then outstanding principal amount of the Facility A Loan, the Lender may elect, in its sole discretion, to apply such excess amount as a prepayment of the Facility B Loans.

(b) Clean Energy shall immediately deliver to the Lender any voluntary or mandatory prepayments of the Indebtedness evidenced by the Clean Energy Loan Documents. All amounts received by the Lender pursuant to this Section 2.6(b) shall be applied as a prepayment of the Facility B Loans.

(c) On the last day of each Fiscal Quarter, Clean Energy shall deliver to the Lender the amount, if any, by which the interest received by Clean Energy pursuant to the Clean Energy Loan Documents on such date exceeds the amount of interest due on the Facility B Loans on such date. All amounts received by the Lender pursuant to this Section 2.6(c) shall be applied as a prepayment of the Facility B Loans.

Any principal or interest prepaid pursuant to this section shall be in addition to, and not in lieu of, all payments otherwise required to be paid under the Loan Documents at the time of such prepayment.

Section 2.7. Payment Reserve Account. The Borrowers agree that they cannot, and will not attempt to, withdraw any monies from the Payment Reserve Account. The Lender may, from time to time, whether not an Event of Default then exists, withdraw funds from the Payment Reserve Account to apply towards scheduled payments of interest and principal then due on the Loans.

ARTICLE III - Payments to the Lender

Section 3.1. General Procedures. The Borrowers will make each payment which they owes under the Loan Documents to the Lender in lawful money of the United States of America, without set-off, deduction or counterclaim, and in immediately available funds. Each such payment must be received by the Lender not later than noon, Dallas, Texas time, on the date such

payment becomes due and payable. Any payment received by the Lender after such time will be deemed to have been made on the next following Business Day. Should any such payment become due and payable on a day other than a Business Day, the maturity of such payment shall be extended to the next succeeding Business Day, and, in the case of a payment of principal or past due interest, interest shall accrue and be payable thereon for the period of such extension as provided in the Loan Document under which such payment is due. All payments applied to principal or interest on any Note shall be applied first to any interest then due and payable, then to principal then due and payable, and last to any prepayment of principal and interest.

Section 3.2. Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by the Lender; or

(ii) impose on the Lender any other condition, cost or expense affecting this Agreement made by the Lender;

and the result of any of the foregoing shall be to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount) then, upon request of the Lender, the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered. This Section 3.2 shall not apply to Indemnified Taxes or Other Taxes covered by Section 3.3, which shall be exclusively governed by Section 3.3.

(b) Capital Requirements. If the Lender determines that any Change in Law affecting the Lender or any lending office of the Lender or the Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement, or the Loans made by the Lender to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrowers shall be conclusive absent manifest error. The Borrowers shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

Section 3.3. Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document shall be made free and

clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes, provided that if the Borrowers shall be required by applicable law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrowers shall make such deductions and (iii) the Borrowers shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrowers shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Tax Certificates. Each recipient of a payment hereunder that is organized under the laws of a jurisdiction other than the United States of America or any state or political subdivision thereof shall, on or prior to the first date any payment is required to be made to such recipient hereunder (and from time to time thereafter whenever a lapse in time or change in circumstances renders the previous certification obsolete or inaccurate in any material respect) execute and deliver to the Borrowers two accurate and complete original signed copies of Internal Revenue Service Form W-8EC Form W-8BEN, as may be applicable to establish the extent, if any, to which a payment to such recipient is exempt from or entitled to a reduced rate of withholding or reduction of United States Federal income taxes. Upon reasonable request by the Borrowers, each recipient of a payment hereunder shall from time to time execute and deliver such other certificates such other forms or documents as may reasonably be required in order to reduce any United States Federal withholding tax with respect to payments under this Agreement that would otherwise be imposed.

(d) Indemnification by the Borrower. The Borrowers shall indemnify the Lender within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Lender, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower by the Lender shall be conclusive absent manifest error. The Borrowers shall not be required to so indemnify with respect to any Indemnified Taxes where the liability to pay such Indemnified Tax has been incurred as a result of (i) the gross negligence, bad faith or willful misconduct of the Lender or recipient of a payment hereunder or (ii) the failure of Lender or a recipient of a payment hereunder that is organized under the laws of a jurisdiction other than the United States of America or any state or political subdivision thereof to comply in all material respects with **Section 3.3(c)** (other than a failure due to an inability to comply because of a Change in Law). The agreements in this **Section 3.3(d)** shall survive the termination of this Agreement and the payment of all amounts payable hereunder.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by either Borrower to a Governmental Authority, such Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(f) Treatment of Certain Refunds. If the Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section, it shall pay to the Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrowers, upon the request of the Lender, agree to repay the amount paid over to the Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender in the event the Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrowers or any other Person.

ARTICLE IV - Conditions Precedent to Lending

Section 4.1. Documents to be Delivered. The Lender has no obligation to make the Facility A Loan or its first Facility B Loan unless the Lender shall have received all of the following, duly executed and delivered (as appropriate) and in form, substance and date satisfactory to the Lender:

(a) Loan Documents. The Lender shall have received counterparts of each Loan Document originally executed and delivered by each applicable Restricted Person and in such numbers as the Lender or its counsel may reasonably request.

(b) Organizational Documents; Incumbency. The Lender shall have received (i) copies of each Organizational Document executed and delivered by each Restricted Person, as applicable, and, to the extent applicable, certified as of a recent date by the appropriate governmental official, each dated the Closing Date or a recent date prior thereto; (ii) signature and incumbency certificates of the officers of such Person executing the Loan Documents to which it is a party; (iii) resolutions of the Board of Directors or similar governing body of each Restricted Person approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party or by which it or its assets may be bound as of the Closing Date, certified as of the Closing Date by an Responsible Officer as being in full force and effect without modification or amendment; and (v) such other documents as the Lender may reasonably request.

(c) Closing Certificate. The Lender shall have received a “Closing Certificate” of a Responsible Officer of each Borrower, of even date with this Agreement, in which such officer certifies to the satisfaction of each of the conditions set out in subsections of Sections 4.1, 4.2 and 4.3.

(d) Governmental Authorizations and Consents. Each Restricted Person shall have obtained all Governmental Authorizations and all consents of other Persons, in each case that are necessary or advisable in connection with the transactions contemplated by the Loan Documents and each of the

foregoing shall be in full force and effect and in form and substance reasonably satisfactory to the Lender. All applicable waiting periods shall have expired without any action being taken or threatened by any competent authority which would restrain, prevent or otherwise impose adverse conditions on the transactions contemplated by the Loan Documents or the financing thereof and no action, request for stay, petition for review or rehearing, reconsideration, or appeal with respect to any of the foregoing shall be pending, and the time for any applicable agency to take action to set aside its consent on its own motion shall have expired.

(e) Evidence of Insurance. The Lender shall have received a certificate from Borrowers' insurance broker or other evidence reasonably satisfactory to them that all insurance required to be maintained pursuant to Section 6.8 is in full force and effect and that the Lender has been named as additional insured and loss payee thereunder as its interests may appear and to the extent required under Section 6.8.

(f) Opinions of Counsel to Restricted Persons. The Lender shall have received originally executed copies of the favorable written opinions of counsel to the Borrowers and DCE in the form of Exhibit D and opining as to such matters as the Lender may reasonably request, dated as of the Closing Date and otherwise in form and substance reasonably satisfactory to the Lender (and each Borrower hereby instructs such counsel to deliver such opinions to the Lender).

(g) Fees. The Lender shall have received all facility, recording, filing, and other fees required to be paid to the Lender pursuant to any Loan Documents or any commitment agreement heretofore entered into.

(h) Financial Statements. The Lender shall have received the Initial Financial Statements, which shall be in form and substance reasonably satisfactory to the Lender, together with a certificate by a Responsible Officer certifying the Initial Financial Statements.

(i) Initial Engineering Report. The Lender shall have received the Initial Engineering Report, which shall be in form and substance reasonably satisfactory to the Lender.

(j) Acquisition. The Lender shall have received a copy of each Acquisition Document, duly executed and delivered by each party thereto. Simultaneously with making of the Loans on the date hereof, the Acquisition shall contemporaneously be consummated in compliance with the terms and conditions of the Acquisition Documents and all conditions precedent to such consummation will be fully satisfied.

(k) Deposit Accounts. The Borrowers and the Project Company shall have opened deposit accounts with the Lender.

(l) Lockbox. The Borrowers shall have entered into a lockbox agreement with the Lender substantially in the form attached hereto as Exhibit E pursuant to which a post office box (the "Lockbox") in the Lender's name shall be established.

(m) Payment Reserve Account. Borrowers shall have deposited, or caused to be deposited, the amount of $2,500,000 in the Payment Reserve Account.

(n) No Litigation. There shall not exist any action, suit, investigation, litigation or proceeding or other legal or regulatory developments, pending or threatened in any court or before any arbitrator or Governmental Authority that, in the reasonable opinion of the Lender, singly or in the aggregate, materially impairs the financing hereunder or any of the other transactions contemplated by the Loan Documents, or that could cause a Material Adverse Change.

(o) Completion of Proceedings. All partnership, corporate and other proceedings taken or to be taken in connection with the transactions contemplated hereby and all documents incidental thereto not previously found acceptable by the Lender and its counsel shall be reasonably satisfactory in form and substance to the Lender and such counsel, and the Lender and such counsel shall have received all such counterpart originals or certified copies of such documents as the Lender may reasonably request.

(p) Material Adverse Change. No event or circumstance shall have occurred or be continuing since June 30, 2008, that has had, or could be reasonably expected to cause, either individually or in the aggregate, a Material Adverse Change.

(q) Due Diligence. The Lender shall have completed satisfactory due diligence review of the assets, liabilities, business, operations and condition (financial or otherwise) of the Restricted Persons, including, a review of all legal, financial, accounting, governmental, environmental, tax and regulatory matters, and fiduciary aspects of the proposed financing.

(r) Other Documentation. The Lender shall have received all documents and instruments which the Lender has then reasonably requested, in addition to those described in this Section 4.1. All such additional documents and instruments shall be reasonably satisfactory to the Lender in form, substance and date.

Lender agrees that the Borrowers may deliver copies of the documents, instruments and opinions described in this Section 4.1 by electronic communication on the Closing Date; provided, however, that the Borrowers shall deliver the originals of all such documents, instruments and opinions to the Lender as soon as possible after the Closing Date and, in any event, no later than three (3) Business Days thereafter.

Section 4.2. Closing of Acquisition. The Lender has no obligation to make the Facility A Loan or the first Facility B Loan unless contemporaneously with the Facility A Loan, Borrowers shall have consummated the transactions contemplated under the Acquisition Documents, in form and substance satisfactory to the Lender, and the DCE Post Closing Merger shall have occurred. Borrowers, for themselves and on behalf of each Restricted Person, hereby acknowledge and agree that the consummation of the transactions contemplated under this Agreement and the Acquisition Documents, including without limitation the making of the Facility A Loan, and the DCE Post Closing Merger are intended to be simultaneous for all intents and purposes.

Section 4.3. Additional Conditions Precedent. The Lender has no obligation to make any Loan (including its first) unless the following conditions precedent have been satisfied:

(a) All representations and warranties made by any Restricted Person in any Loan Document shall be true and correct in all respects on and as of the date of such Loan as if such representations and warranties had been made as of the date of such Loan, except to the extent that such representation or warranty was made as of a specific date or updated, modified or supplemented as of a subsequent date with the consent of the Lender, in which cases such representations and warranties shall have been true and correct in all respects on and of such earlier date.

(b) No Default shall exist at the date of such Loan.

(c) No Material Adverse Change shall have occurred to, and no event or circumstance shall have occurred that could reasonably be expected to cause a Material Adverse Change to, Borrowers' Consolidated financial condition or businesses or prospects since the date of the Initial Financial Statements.

(d) Each Restricted Person shall have performed and complied with all agreements and conditions required in the Loan Documents to be performed or complied with by it on or prior to the date of such Loan.

(e) The making of such Loan shall not be prohibited by any Law and shall not subject the Lender to any penalty or other onerous condition under or pursuant to any such Law.

(f) The Lender shall have received all documents and instruments which the Lender has then requested, in addition to those described in Section 4.1 (including opinions of legal counsel for the Borrowers and the Lender; corporate documents and records; documents evidencing governmental authorizations, consents, approvals, licenses and exemptions; and certificates of public officials and of officers and representatives of the Borrowers and other Persons), as to (i) the accuracy and validity of or compliance with all representations, warranties and covenants made by any Restricted Person in this Agreement and the other Loan Documents, (ii) the satisfaction of all conditions contained herein or therein, and (iii) all other matters pertaining hereto and thereto. All such additional documents and instruments shall be satisfactory to the Lender in form, substance and date.

ARTICLE V - Representations and Warranties

To confirm the Lender's understanding concerning Restricted Persons and Restricted Persons' businesses, properties and obligations and to induce the Lender to enter into this Agreement and to extend credit hereunder, each Borrower jointly and severally represents and warrants to the Lender that:

Section 5.1. No Default. No Restricted Person is in default in the performance of any of its covenants and agreements contained in any Loan Document. No event has occurred and is continuing which constitutes a Default.

Section 5.2. Organization and Good Standing. Each Restricted Person is duly organized, validly existing and, as applicable, in good standing under the Laws of its jurisdiction of organization, having all powers required to carry on its business and enter into and carry out the transactions contemplated hereby. Each Restricted Person is duly qualified, in good standing, and authorized to do business in all other jurisdictions within the United States wherein the character of the properties owned or held by it or the nature of the business transacted by it makes such qualification necessary, except where the failure to so qualify could not reasonably be expected to cause a Material Adverse Change. Each Restricted Person has taken all actions and procedures customarily taken in order to enter, for the purpose of conducting business or owning property, each jurisdiction outside the United States wherein the character of the properties owned or held by it or the nature of the business transacted by it makes such actions and procedures desirable.

Section 5.3. Authorization. Each Restricted Person has duly taken all action necessary to authorize the execution and delivery by it of the Loan Documents to which it is a party and to authorize the consummation of the transactions contemplated thereby and the performance of its obligations thereunder. Borrowers are duly authorized to borrow funds hereunder. Clean Energy has duly taken all action necessary to authorize the execution and delivery by it of the Clean Energy Loan Documents to which it is a party and to authorize the consummation of the transactions contemplated thereby and the performance of its obligations thereunder.

Section 5.4. No Conflicts or Consents. The execution and delivery by the various Restricted Persons of the Loan Documents to which each is a party, the performance by each of its obligations under such Loan Documents, and the consummation of the transactions contemplated by the various Loan Documents, do not and will not (a) conflict with, violate or result in a breach of any provision of (i) any Law, (ii) the Organizational Documents of any Restricted Person, or (iii) any material agreement, judgment, license, order or permit applicable to or binding upon any Restricted Person, (b) result in the acceleration of any Indebtedness owed by any Restricted Person, or (c) result in or require the creation of any Lien upon any assets or properties of any Restricted Person except as expressly contemplated or permitted in the Loan Documents. Except (x) as expressly contemplated in the Loan Documents and (y) such as have been obtained or made and are in full force and effect, no permit, consent, approval, authorization or order of, and no notice to or filing with, any Tribunal or third party is required on the part of or in respect of a Restricted Person in connection with the execution, delivery or performance by any Restricted Person of any Loan Document or to consummate any transactions contemplated by the Loan Documents.

Section 5.5. Enforceable Obligations. This Agreement is, and the other Loan Documents when duly executed and delivered will be, legal, valid and binding obligations of each Restricted Person which is a party hereto or thereto, enforceable against such Restricted Person in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar Laws of general application relating to the enforcement of creditors' rights.

Section 5.6. Initial Financial Statements. CEF has heretofore delivered to the Lender true, correct and complete copies of the Initial Financial Statements. The Initial Financial Statements fairly present the Borrowers' Consolidated financial position at the date thereof and the Consolidated results of the Borrowers' operations and the Borrowers' Consolidated cash

flows for the period thereof. Since the date of the Initial Financial Statements no Material Adverse Change has occurred. All Initial Financial Statements other than pro forma financial statements were prepared in accordance with GAAP. All Initial Financial Statements that are pro forma financial statements were prepared in good faith based upon assumptions specified therein with such pro forma adjustments as have been accepted by the Lender.

Section 5.7. Other Obligations and Restrictions. No Restricted Person has any outstanding Liabilities of any kind (including contingent obligations, tax assessments, and unusual forward or long-term commitments) which are, in the aggregate, material to Borrowers or material with respect to Borrowers' Consolidated financial condition and not shown in the Initial Financial Statements or disclosed in Section 5.7 of the Disclosure Schedule or otherwise permitted under Section 7.1. Except as shown in the Initial Financial Statements or disclosed in Section 5.7 of the Disclosure Schedule, no Restricted Person is subject to or restricted by any franchise, contract, deed, charter restriction, or other instrument or restriction which could reasonably be expected to cause a Material Adverse Change.

Section 5.8. Full Disclosure. No certificate, statement or other information delivered herewith or heretofore by any Restricted Person to the Lender in connection with the negotiation of this Agreement or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or omits to state any material fact known to any Restricted Person (other than industry-wide risks normally associated with the types of businesses conducted by Restricted Persons) necessary to make the statements contained herein or therein not misleading as of the date made or deemed made. There is no fact known to any Restricted Person (other than industry-wide risks normally associated with the types of businesses conducted by Restricted Persons) that has not been disclosed to the Lender in writing which could cause a Material Adverse Change.

Section 5.9. Litigation. Except as disclosed in the Initial Financial Statements or in Section 5.9 of the Disclosure Schedule: (a) there are no actions, suits or legal, equitable, arbitrative or administrative proceedings pending before any Tribunal, or to the knowledge of any Restricted Person threatened, against any Restricted Person or affecting any Collateral (including any which challenge or otherwise pertain to any Restricted Person's title to any Collateral) before any Tribunal which could cause a Material Adverse Change, and (b) there are no outstanding judgments, injunctions, writs, rulings or orders by any such Tribunal against any Restricted Person or any Restricted Person's stockholders, partners, members, directors or officers or affecting any Collateral or any of its material assets or property which could cause a Material Adverse Change.

Section 5.10. ERISA Plans and Liabilities. Except as disclosed in the Initial Financial Statements or in Section 5.10 of the Disclosure Schedule, no Termination Event has occurred with respect to any ERISA Plan and all ERISA Affiliates are in compliance with ERISA in all material respects with respect to such ERISA Plans. No ERISA Affiliate is required to contribute to, or has any other absolute or contingent liability in respect of, any "multiemployer plan" as defined in Section 4001 of ERISA. Except as set forth in Section 5.10 of the Disclosure Schedule: (a) no "accumulated funding deficiency" (as defined in Section 412(a) of the Internal Revenue Code) exists with respect to any ERISA Plan, whether or not waived by the Secretary of the Treasury or his delegate, and (b) the current value of each ERISA Plan's benefits does not exceed the current value of such ERISA Plan's assets available for the payment of such benefits by more than the Threshold Amount.

Section 5.11. Environmental and Other Laws. Except as disclosed in Section 5.11 of the Disclosure Schedule or with respect to an event that would individually or in the aggregate would reasonably give rise to a liability or cause the Borrowers to incur costs in excess of the Threshold Amount: (a) Restricted Persons are conducting their businesses in material compliance with all applicable Laws, including Environmental Laws, and have and are in compliance with all licenses and permits required under any such Laws; (b) none of the operations or properties of any Restricted Person is the subject of federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release of any Hazardous Materials into the environment or to the improper storage or disposal (including storage or disposal at offsite locations) of any Hazardous Materials; (c) no Restricted Person (and to the best knowledge of Borrowers, no other Person) has filed any notice under any Law indicating that any Restricted Person is responsible for the improper release into the environment, or the improper storage or disposal, of any material amount of any Hazardous Materials or that any Hazardous Materials have been improperly released, or are improperly stored or disposed of, upon any property of any Restricted Person; (d) no Restricted Person has transported or arranged for the transportation of any Hazardous Material to any location which is (i) listed on the National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, listed for possible inclusion on such National Priorities List by the Environmental Protection Agency in its Comprehensive Environmental Response, Compensation and Liability Information System List, or listed on any similar state list or (ii) the subject of federal, state or local enforcement actions or other investigations which may lead to claims against any Restricted Person for clean-up costs, remedial work, damages to natural resources or for personal injury claims (whether under Environmental Laws or otherwise); and (e) no Restricted Person otherwise has any known material contingent liability under any Environmental Laws or in connection with the release into the environment, or the storage or disposal, of any Hazardous Materials. The Restricted Persons and all of their operations and businesses are, and have been, in possession of all Permits required for their operations pursuant to Environmental Laws, and are, and have been, in compliance with all of the requirements and limitations included in or applicable to such Permits; and none of the Restricted Persons have contractually assumed any Liabilities under any Environmental Laws.

Section 5.12. Names and Places of Business. No Restricted Person has, during the five years preceding the Closing Date, been known by, or used any other trade or fictitious name, except as disclosed in Section 5.12 of the Disclosure Schedule or been organized in a jurisdiction other than its jurisdiction of organization as of the date hereof.

Section 5.13. Subsidiaries. As of the Closing Date, (i) neither Borrower has any Subsidiary except those listed in Section 5.13 of the Disclosure Schedule or disclosed to the Lender in writing and (ii) no Restricted Person has any equity investments in any other Person except those listed in Section 5.13 of the Disclosure Schedule and Permitted Investments. Each Borrower owns, directly or indirectly, the equity interests in each of its Subsidiaries which is indicated in Section 5.13 of the Disclosure Schedule or as disclosed to the Lender in writing.

Section 5.14. Government Regulation. Neither the Borrowers nor any other Restricted Person owing Obligations are (a) an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, or (b) subject to regulation under the Federal Power Act, as amended, or any other Law which regulates the incurring by such Person of Indebtedness, including Laws relating to common contract carriers or the sale of electricity, gas, steam, water or other public utility services.

Section 5.15. Solvency. Upon giving effect to the making of the Loans, the execution and delivery of the Loan Documents by the Borrowers and the consummation of the transactions contemplated hereby, no Restricted Person will be Insolvent.

Section 5.16. Taxes. Each Restricted Person has filed all United States Federal income tax returns and all other material tax returns that are required to be filed by it and have paid all taxes due pursuant to such returns or pursuant to any assessment received by any Restricted Person and all other penalties or charges. The charges, accruals and revenues on the books of each Restricted Person in respect of taxes and other governmental charges are, in the opinion of Borrower, adequate. No Restricted Person has given or been requested to give a waiver of the statute of limitations relating to the payment of any federal or other Taxes.

Section 5.17. Title to Properties; Intellectual Property. Each Restricted Person has good and defensible title to all of the Collateral and to all of its material properties and assets, in each case free and clear of all Liens, encumbrances, or adverse claims other than Permitted Liens and in each case free and clear of all impediments to the use of such properties and assets in such Restricted Person's business. Each Restricted Person possesses all licenses or otherwise has valid rights to use all patents, copyrights, trademarks and trade names, and other intellectual property (or otherwise possesses the right to use such intellectual property without violation of the rights of any other Person) which are necessary to carry out its business as presently conducted and as presently proposed to be conducted hereafter, and no Restricted Person is in violation in any material respect of the terms under which it possesses such intellectual property or the right to use such intellectual property.

Section 5.18. Regulation U. None of the Borrowers and their Subsidiaries are engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Loans will be used for a purpose which violates Regulation U.

ARTICLE VI - Affirmative Covenants of Borrowers

To conform with the terms and conditions under which the Lender is willing to have credit outstanding to the Borrowers, and to induce the Lender to enter into this Agreement and extend credit hereunder, each Borrower jointly and severally warrants, covenants and agrees that until the full and final payment of the Obligations and the termination of this Agreement (as determined without regard to unasserted indemnity claims), unless the Lender has previously agreed otherwise:

Section 6.1. Payment and Performance. Each Restricted Person will pay all amounts due under the Loan Documents, to which it is a party, in accordance with the terms thereof and will observe, perform and comply with every covenant, term and condition set forth in the Loan Documents to which it is a party. The Borrowers will cause each other Restricted Person to observe, perform and comply with every such term, covenant and condition in any Loan Document.

Section 6.2. Books, Financial Statements and Reports. The Borrowers will at all times maintain full and accurate books of account and records. The Borrowers will maintain and will cause their Subsidiaries to maintain a standard system of accounting, will maintain their respective Fiscal Years, and will furnish the following statements and reports to the Lender at Borrowers' expense:

(a) As soon as available, and in any event within 120 days after the end of each Fiscal Year, complete Consolidated and consolidating financial statements of CEF and its Subsidiaries together with all notes thereto, prepared in reasonable detail in accordance with GAAP, together with an unqualified opinion, based on an audit using generally accepted auditing standards, by a "Big Four" public accounting firm or another independent certified public accounting firm of nationally recognized standing selected by Borrowers and acceptable to the Lender, stating that such Consolidated financial statements have been so prepared. These financial statements shall contain a Consolidated balance sheet as of the end of such Fiscal Year, Consolidated statements of earnings, and Consolidated statements of cash flows and of changes in owners' equity for such Fiscal Year, each setting forth in comparative form the corresponding figures for the preceding Fiscal Year. CEF will also provide unaudited consolidating schedules for the balance sheet and statement of earnings.

(b) As soon as available, and in any event within forty-five (45) days after the end of the first eleven (11) months of each Fiscal Year (commencing with the month ending September 30, 2008), the Consolidated and consolidating balance sheet of CEF and its Subsidiaries as of the end of such month and Consolidated and consolidating statements of earnings and cash flows of CEF and its Subsidiaries for such month and for the period beginning on the first day of the then current Fiscal Year to the end of such month, all in reasonable detail and prepared in accordance with GAAP, subject to changes resulting from normal year-end adjustments and the absence of footnotes.

(c) As soon as available, and in any event within forty-five (45) days after the end of each Fiscal Year, the Consolidated and consolidating balance sheet of CEF and its Subsidiaries as of the end of such Fiscal Year and Consolidated and consolidating statements of CEF and its Subsidiaries' earnings and cash flows for such Fiscal Year, all in reasonable detail and prepared in accordance with GAAP.

(d) In addition Borrowers will, together with each such set of financial statements and each set of financial statements furnished under subsections (b) and (c) of this section, furnish a certificate in the form of Exhibit C signed by a Responsible Officer of each Borrower stating that such financial statements are accurate and complete (subject to normal year-end adjustments and the absence of footnotes), stating that he/she has reviewed the Loan Documents, and stating that no Default exists at the end of such month or at the time of such certificate or specifying the nature and period of existence of any such Default. Each such certificate delivered by the Borrowers as of the end of each Fiscal Quarter, shall also contain calculations showing

compliance (or non-compliance) at the end of such Fiscal Quarter with the requirements of Sections 7.10 through 7.14. Each certificate delivered pursuant to this subsection (d) shall be accompanied by an aging report as of the Reporting Date for all Accounts of the Borrowers and each other Restricted Person who grants the Lender a Lien on its Accounts pursuant to the Loan Documents.

(e) Promptly upon their becoming available, copies of all financial statements, reports, notices and proxy statements sent by any Restricted Person to its equity holders and all registration statements, periodic reports and other statements and schedules filed by any Restricted Person with any securities exchange, the SEC or any similar governmental authority.

(f) On each June 30 and December 31 (commencing with June 30, 2009), a business and financial plan, together with a capital expenditure schedule, for Borrowers (in form reasonably satisfactory to the Lender), prepared by a senior financial officer thereof, setting forth financial projections and budgets for the twelve calendar month period commencing thereof.

(g) As soon as available, and in any event within thirty (30) days of filing, or extensions thereof if applicable (but in no event later than November 15), completed copies of the annual Federal, state and other material tax returns of the Borrowers, including all schedules and exhibits thereto.

(g) By March 1 of each year, an engineering report prepared by Independent Engineers as of December 31 of the immediately preceding year concerning the McCommas Bluff Gas Plant. This report shall be satisfactory to the Lender and shall contain information and analysis comparable in scope to that contained in the Initial Engineering Report.

(h) Within 45 days of the end of each calendar month, a report describing the gross volume of production and sales attributable to DCE's production during such month from the properties covered by the Lease.

(i) As soon as available, and in any event within 120 days after the end of each Fiscal Year, complete financial statements of DCE together with all notes thereto, prepared in reasonable detail in accordance with GAAP, together with an unqualified opinion, based on an audit using generally accepted auditing standards, by a "Big Four" public accounting firm or another independent certified public accounting firm of nationally recognized standing acceptable to the Lender, stating that such financial statements have been so prepared. These financial statements shall contain a balance sheet as of the end of such Fiscal Year and statements of earnings, of cash flows, and of changes in owners' equity for such Fiscal Year, each setting forth in comparative form the corresponding figures for the preceding Fiscal Year.

(j) As soon as available, and in any event within forty-five (45) days after the end of each calendar month (commencing with the month ending September 30, 2008), DCE's Consolidated and consolidating balance sheet as of the end of such month and Consolidated and consolidating statements of DCE's earnings and cash flows for such month and for the period beginning on the first day of the then current Fiscal Year to the end of such month, all in reasonable detail and prepared in accordance with GAAP, subject to changes resulting from normal year-end adjustments and the absence of footnotes.

(k) As soon as available, and in any event within thirty (30) days of filing, or extensions thereof if applicable (but in no event later than November 15), completed copies of the annual Federal, state and other material tax returns of DCE, including all schedules and exhibits thereto.

Section 6.3. Other Information and Inspections. Each Restricted Person will furnish to the Lender any information which the Lender may from time to time request concerning any provision of the Loan Documents, any Collateral, or any matter in connection with Restricted Persons' businesses, properties, prospects, financial condition and operations, including all evidence which the Lender from time to time reasonably requests in writing as to the accuracy and validity of or compliance with all representations, warranties and covenants made by any Restricted Person in the Loan Documents, the satisfaction of all conditions contained therein, and all other matters pertaining thereto. Each Restricted Person will permit representatives appointed by the Lender (including independent accountants, auditors, agents, attorneys, appraisers and any other Persons) to visit and inspect during normal business hours any of such Restricted Person's property, including its books of account, other books and records, and any facilities or other business assets, and to make extra copies therefrom and photocopies and photographs thereof, and to write down and record any information such representatives obtain; provided that, so long no Event of Default shall have occurred and is continuing, the Lender shall not conduct more than three (3) such visits and inspections in any Fiscal Year. Each Restricted Person shall permit the Lender or its representatives to investigate and verify the accuracy of the information furnished to the Lender in connection with the Loan Documents and to discuss all such matters with its officers, employees and representatives subject to the provisions of Section 9.6.

Section 6.4. Notice of Material Events and Change of Address. The Borrowers will promptly, after becoming aware thereof, notify the Lender in writing, stating that such notice is being given pursuant to this Agreement, of:

(a) the occurrence of any Material Adverse Change;

(b) the occurrence of any Default;

(c) the acceleration of the maturity of any Indebtedness owed by any Restricted Person or of any default by any Restricted Person under any indenture, mortgage, agreement, contract or other instrument to which any of them is a party or by which any of them or any of their properties is bound, if such acceleration or default could cause a Material Adverse Change;

(d) the occurrence of any Termination Event;

(e) any claim of $200,000 or more, any notice of potential liability of any Restricted Person under any Environmental Laws which might exceed such amount, or any other material adverse claim asserted against any Restricted Person or with respect to any Restricted Person's properties;

(f) the filing of any suit or proceeding against any Restricted Person in which an adverse decision could cause a Material Adverse Change; and

(g) any material change of accounting policies or financial reporting practices by any Restricted Person.

Upon the occurrence of any of the foregoing Restricted Persons will take all necessary or appropriate steps to remedy promptly any such Material Adverse Change, Default, acceleration, default, or Termination Event, to protect against any such adverse claim, to defend any such suit or proceeding, and to resolve all controversies on account of any of the foregoing. Borrowers will also notify the Lender and the Lender's counsel in writing at least twenty Business Days prior to the date that any Restricted Person changes its name or the location of its chief executive office or its location under the Uniform Commercial Code.

Section 6.5. Maintenance of Properties. Each Restricted Person will maintain, preserve, protect, and keep all Collateral and all other property used or useful in the conduct of its business in good condition (ordinary wear and tear excepted) in accordance with prudent industry standards, and in material compliance with all applicable Laws, in conformity with all applicable contracts, servitudes, leases and agreements, and will from time to time make all repairs, renewals and replacements needed to enable the business and operations carried on in connection therewith to be promptly and advantageously conducted at all times.

Section 6.6. Maintenance of Existence and Qualifications. Each Restricted Person will maintain and preserve its existence and its rights and franchises in full force and effect and will qualify to do business in all states or jurisdictions where required by applicable Law, except where the failure so to qualify could cause a Material Adverse Change.

Section 6.7. Payment of Trade Liabilities, Taxes, etc. Each Restricted Person will (a) timely file all required tax returns including any extensions; (b) timely pay all taxes, assessments, and other governmental charges or levies imposed upon it or upon its income, profits or property before the same become delinquent; (c) within ninety (90) days past the original invoice billing date therefore, or, if earlier, when due in accordance with its terms, pay and discharge all material Liabilities owed by it on ordinary trade terms to vendors, suppliers and other Persons providing goods and services used by it in the ordinary course of its business; (d) pay and discharge before the same becomes delinquent all other Liabilities now or hereafter owed by it, other than royalty payments suspended in the ordinary course of business; and (e) maintain appropriate accruals and reserves for all of the foregoing in accordance with GAAP. Each Restricted Person may, however, delay paying or discharging any of the foregoing so long as it is in good faith contesting the validity thereof by appropriate proceedings, if necessary, and has set aside on its books adequate reserves therefore which are required by GAAP.

Section 6.8. Insurance.

(a) Each Restricted Person shall at all times maintain (at its own expense) insurance for its property in accordance with the Insurance Schedule in at least such amounts, with at least such limitations on deductibles, and against such risks, in such form and with such financially sound and reputable insurers as shall be satisfactory to the Lender from time to time. Each Restricted Person shall at all times maintain insurance against its liability for injury to persons or property in accordance with the Insurance Schedule, which insurance shall be by financially sound and reputable insurers.

(b) All insurance policies covering Collateral shall be modified or endorsed as necessary to (A) name the appropriate Restricted Person and the Lender as their interests may appear, (B) prevent any expiration or cancellation of the coverage provided by such policies without at least sixty (60) days prior written notice to the Lender by the insurer, and (C) provide for coverage against “all risks” including fire, casualty and any other hazards normally insured against, in the amount of $200,000 per tanker trailer, and, as to any other Collateral, the full replacement value thereof (less a reasonable deductible not to exceed amounts customary in the industry for similarly situated businesses and properties). Each policy for liability insurance shall provide for all losses to be paid on behalf of the Lender and Restricted Persons as their respective interests may appear, and each policy insuring loss or damage to Collateral shall provide for all losses to be paid directly to the Lender. Each such policy shall in addition (A) name the appropriate Restricted Person and the Lender as insured parties thereunder and (B) provide that at least sixty (60) days’ prior written notice of cancellation or lapse of the coverage provided by such policy shall be given to the Lender by the insurer. Each Restricted Person will, if so requested by the Lender, deliver to the Lender original or duplicate policies of such insurance and, as often as the Lender may reasonably request, a report of a reputable insurance broker with respect to such insurance. Each Restricted Person will also, at the request of the Lender, duly execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment. The Lender is hereby authorized to enforce payment under all such insurance policies and to compromise and settle any claims thereunder, in its own name or in the name of the Restricted Persons.

(c) Reimbursement under any liability insurance maintained by Restricted Persons pursuant to this Section 6.8 may be paid directly to the Person who has incurred the liability covered by such insurance. With respect to any loss involving damage to Collateral as to which subsection (d) of this Section 6.8 is not applicable, each Restricted Person will make or cause to be made the necessary repairs to or replacements of such Collateral, and any proceeds of insurance maintained by each Restricted Person pursuant to this Section 6.8 shall be paid to such Restricted Person by the Lender as reimbursement for the costs of such repairs or replacements as such repairs or replacements are made or acquired.

(d) Upon the occurrence and during the continuance of an Event of Default or upon the occurrence of a loss in excess of $100,000 per occurrence of any Collateral, all insurance payments in respect of such Collateral shall be paid to the Lender.

Section 6.9. Performance on Borrower’s Behalf. If any Restricted Person fails to pay any taxes, insurance premiums, expenses, attorneys’ fees or other amounts it is required to pay under any Loan Document, the Lender may pay the same. Borrower shall immediately reimburse the Lender for any such payments and each amount paid by the Lender shall constitute an Obligation owed hereunder which is due and payable on the date such amount is paid by the Lender.

Section 6.10. Interest. Borrowers hereby promise to the Lender to pay interest at the Default Rate on all Obligations (including Obligations to pay fees or to reimburse or indemnify the Lender but excluding principal of, and interest on any Loan) which Borrowers have in this Agreement promised to pay to the Lender and which are not paid when due. Such interest shall accrue from the date such Obligations become due until they are paid.

Section 6.11. Compliance with Agreements and Law. Each Restricted Person will perform all material obligations it is required to perform under the terms of each indenture, mortgage, deed of trust, security agreement, lease, franchise, agreement, contract or other instrument or obligation to which it is a party or by which it or any of its properties is bound. Each Restricted Person will conduct its business and affairs in compliance with all Laws applicable thereto. Each Restricted Person will cause all licenses and permits necessary or appropriate for the conduct of its business and the ownership and operation of its property used and useful in the conduct of its business to be at all times maintained in good standing and in full force and effect.

Section 6.12. Environmental Matters; Environmental Reviews.

(a) Each Restricted Person will comply in all material respects with all Environmental Laws now or hereafter applicable to such Restricted Person, as well as all contractual obligations and agreements with respect to environmental remediation or other environmental matters, and shall obtain, at or

prior to the time required by applicable Environmental Laws, all environmental, health and safety permits, licenses and other authorizations necessary for its operations and will maintain such authorizations in full force and effect. No Restricted Person will do anything or permit anything to be done which will subject any of its properties to any remedial obligations under, or result in noncompliance with applicable permits and licenses issued under, any applicable Environmental Laws, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances. Upon the Lender's reasonable request, at any time and from time to time, Borrowers will provide at their own expense an environmental inspection of any of the Restricted Persons' material real properties and audit of their environmental compliance procedures and practices, in each case from an engineering or consulting firm approved by the Lender; provided that so long as no Event of Default shall have occurred and is continuing, the Borrowers' shall not be required to pay for more than one environmental inspection in any Fiscal Year.

(b) Borrowers will promptly furnish to the Lender copies of all written notices of violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings received by any Restricted Person, or of which Borrowers otherwise have notice, pending or threatened against any Restricted Person by any Governmental Authority with respect to any alleged violation of or non-compliance with any Environmental Laws or any permits, licenses or authorizations in connection with any Restricted Person's ownership or use of its properties or the operation of its business.

(c) Borrowers will promptly furnish to the Lender all requests for information, notices of claim, demand letters, and other notifications, received by Borrowers in connection with any Restricted Person's ownership or use of its properties or the conduct of its business, relating to potential responsibility with respect to any investigation or clean-up of Hazardous Material at any location.

Section 6.13. Evidence of Compliance. Each Restricted Person will furnish to the Lender at such Restricted Person's or Borrowers' expense all evidence which the Lender from time to time reasonably requests in writing as to the accuracy and validity of or compliance with all representations, warranties and covenants made by any Restricted Person in the Loan Documents, the satisfaction of all conditions contained therein, and all other matters pertaining thereto.

Section 6.14. Bank Accounts; Offset. To secure the repayment of the Obligations each Borrower hereby grants to the Lender a security interest, a lien, and a right of offset, each of which shall be in addition to all other interests, liens, and rights of the Lender at common Law, under the Loan Documents, or otherwise, and each of which shall be upon and against (a) any and all moneys, securities or other property (and the proceeds therefrom) of such Borrower now or hereafter held or received by or in transit to the Lender from or for the account of such Borrower, whether for safekeeping, custody, pledge, transmission, collection or otherwise, (b) any and all deposits (general or special, time or demand, provisional or final) of such Borrower with the Lender and (c) any other credits and claims of such Borrower at any time existing against the Lender, including claims under certificates of deposit. At any time and from time to time after the occurrence and during the continuance of any Default, the Lender is hereby authorized to foreclose upon, or to offset against the Obligations then due and payable (in either case without notice to such Borrower), any and all items hereinabove referred to. The remedies of foreclosure and offset are separate and cumulative, and either may be exercised independently of the other without regard to procedures or restrictions applicable to the other.

Section 6.15. Agreement to Deliver Security Documents. Borrowers agree to deliver and to cause each other Restricted Person to deliver, to further secure the Obligations whenever requested by the Lender in its sole and absolute discretion, deeds of trust, mortgages, chattel mortgages, security agreements, financing statements and other Security Documents in form and substance satisfactory to the Lender for the purpose of granting, confirming, and perfecting first and prior liens or security interests in any real or personal property which is at such time Collateral or which was intended to be Collateral pursuant to any Security Document previously executed and not then released by the Lender.

Section 6.16. Perfection and Protection of Security Interests and Liens. Each Restricted Person from time to time to deliver, to the Lender any financing statements, continuation statements, extension agreements, amendments to Security Documents, and other documents, properly completed and executed (and acknowledged when required) by such Restricted Person in form and substance satisfactory to the Lender, which the Lender requests for the purpose of (i) perfecting, confirming, or protecting any Liens or other rights in Collateral securing any Obligations and (ii) maintaining compliance with all applicable Laws. Each Restricted Person hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the collateral describing the Collateral as "all assets" without the signature of any Restricted Person.

Section 6.17. Deposit Accounts. The Borrowers shall, and shall cause DCE to, maintain their primary depository and operating accounts with the Lender.

Section 6.18. Lockbox. As soon as possible after the Closing, the Borrowers shall, and shall cause each other Restricted Person who grants a Lien on its Accounts to Lender to, notify all account debtors to make payments with respect to their Accounts directly to the Lockbox. Any payments received by the Borrowers with respect to their Accounts by wire transfer shall be

deposited directly in Borrowers' primary deposit accounts held with the Lender. So long as no Event of Default has occurred and is continuing, the Lender shall transfer all funds received in the Lockbox in accordance with Borrowers' instructions. During the continuation of an Event of Default, all funds received in the Lockbox shall be applied to reduce the Obligations.

Section 6.19. Multiemployer Plan. Borrowers shall give written notice to the Lender within thirty (30) days of any ERISA Affiliate incurring any obligation to contribute to any "multiemployer plan" as defined in Section 4001 of ERISA.

ARTICLE VII - Negative Covenants of Borrowers

To conform with the terms and conditions under which the Lender is willing to have credit outstanding to the Borrowers, and to induce the Lender to enter into this Agreement and make the Loans, each Borrower jointly and severally warrants, covenants and agrees that until the full and final payment of the Obligations and the termination of this Agreement (as determined without regard to unasserted indemnity claims), unless the Lender has previously agreed otherwise:

Section 7.1. Indebtedness. No Restricted Person will in any manner owe or be liable for Indebtedness except:

(a) the Obligations.

(b) obligations under operating leases entered into in the ordinary course of such Restricted Person's business in arm's length transactions at competitive market rates under competitive terms and conditions in all respects.

(c) Indebtedness of the Project Company under and pursuant to the Clean Energy Loan Documents.

(d) Capital Lease Obligations of CEF and its Subsidiaries in an aggregate amount not to exceed $25,000,000 at any time.

(e) Indebtedness outstanding on the date hereof and listed in Section 7.1 of the Disclosure Schedule and any refinancings, refundings, renewals or extensions thereof (without increasing, or shortening the maturity of, the principal amount thereof).

(f) Indebtedness under Hedging Contracts that are permitted under the risk management policies approved by CFE's Board of Directors from time to time.

Section 7.2. Limitation on Liens. Except for Permitted Liens, no Restricted Person will create, assume or permit to exist any Lien upon any of the properties or assets which it now owns or hereafter acquires.

Section 7.3. Limitation on Mergers, Issuances of Securities. No Restricted Person will merge or consolidate with or into any other Person except pursuant to the DCE Post Closing Merger. No Subsidiary of either Borrower will issue any additional shares of its Equity Interests

or other securities or any options, warrants or other rights to acquire such additional shares or other securities, if after giving effect to such issuance (or the exercise of such options, warrants or other rights), such Borrower would own less than fifty percent (50%) of the outstanding Equity Interests in such Subsidiary. No Subsidiary of either Borrower which is a partnership will allow such Borrower's interest (direct or indirect) therein to be less than fifty percent (50%) of the aggregate interests in such partnership.

Section 7.4. Limitation on Sales of Property. No Restricted Person will sell, transfer, lease, exchange, alienate or dispose of any of its material assets or properties or any material interest therein, or discount, sell, pledge or assign any notes payable to it, accounts receivable or future income, except, to the extent not otherwise forbidden under the Security Documents:

(a) equipment that is sold in the ordinary course of business of such Restricted Person;

(b) equipment which is worthless or obsolete or worn out in the ordinary course of business, which is no longer used or useful in the conduct of its business or which is replaced by equipment of equal suitability and value;

(c) inventory (including oil and gas sold as produced and seismic data) which is sold in the ordinary course of business on ordinary trade terms;

(d) Equity Interests of any of Borrowers' Subsidiaries (other than DCE), so long as after giving effect to such disposition, Borrowers (directly or indirectly) own at least fifty percent (50%) of the Equity Interests of such Subsidiary; and

(e) the sale by Clean Energy to Cambrian of up to nineteen percent (19%) of the member interests in the Project Company on the terms and conditions expressly set forth in Section 13.l of the LLC Agreement.

Section 7.5. Limitation on Dividends and Redemptions. No Restricted Person will declare or make directly or indirectly any Distribution, if either an Event of Default shall have occurred and is continuing, or if immediately before and after giving pro forma effect to such Distribution, the Restricted Persons would not be in pro forma compliance with any of the covenants set forth in Sections 7.10 through 7.14.

Section 7.6. Limitation on Investments and New Businesses. No Restricted Person will engage directly or indirectly in any business or conduct any operations except in connection with or incidental to natural gas transportation or the energy industry. No Restricted Person will make any acquisitions of or capital contributions to or other Investments in any Person or property, other than Permitted Investments.

Section 7.7. Limitation on Credit Extensions. Except for Permitted Investments, no Restricted Person will extend credit, make advances or make loans other than (a) normal and prudent extensions of credit to customers buying goods and services in the ordinary course of business, which extensions shall not be for longer periods than those extended by similar businesses operated in a normal and prudent manner, and (b) loans by Clean Energy to the Project Company pursuant to the Clean Energy Loan Documents.

Section 7.8. Transactions with Affiliates. Neither Borrowers nor any of their Subsidiaries will engage in any material transaction with any of its Affiliates if immediately before and after giving pro forma effect to such transaction, the Restricted Persons would not be in pro forma compliance with any of the covenants set forth in Sections 7.10 through 7.14.

Section 7.9. Prohibited Contracts. Except as expressly provided for in the Loan Documents, no Restricted Person will, directly or indirectly, enter into, create, or otherwise allow to exist any contractual restriction or other consensual restriction on the ability of any Subsidiary of a Borrower to: (a) pay dividends or make other distributions to such Borrower, (b) to redeem Equity Interests held in it by such Borrower, (c) to repay loans and other indebtedness owing by it to such Borrower, or (d) to transfer any of its assets to such Borrower. No Restricted Person will amend or permit any amendment

to any contract or lease which releases, qualifies, limits, makes contingent or otherwise detrimentally affects the rights and benefits of the Lender under or acquired pursuant to any Security Documents.

Section 7.10. Minimum Liquidity. As of the end of each Fiscal Quarter, beginning December 31, 2008, CEF's Liquidity will not be less than $6,000,000. For purposes of this Section 7.10, the term "CEF Liquidity" means, as of any date, the aggregate amount of cash and Cash Equivalents of CEF and its properly Consolidated Subsidiaries that are not subject to any Lien other than Permitted Liens.

Section 7.11. Accounts Receivable. As of the end of each calendar month, the aggregate amount of Accounts of the Restricted Persons will not be less than $10,000,000.

Section 7.12. Minimum Consolidated Net Worth. As of the end of each Fiscal Quarter, beginning September 30, 2008, CEF's Adjusted Consolidated Net Worth will not be less than $150,000,000. For purposes of this Section 7.12, the term "Adjusted Consolidated Net Worth" means CEF's Consolidated Net Worth *minus* all assets which would be treated as intangibles under GAAP.

Section 7.13. Maximum Consolidated Funded Debt to Equity Ratio. As of the end of each Fiscal Quarter, beginning September 30, 2008, the ratio of (a) CEF's Consolidated Funded Debt as of the end of such Fiscal Quarter to (b) CEF's Consolidated Net Worth for such fiscal quarter, will not be greater than 0.3:1.

Section 7.14. Global Debt Service Coverage Ratio. As of the end of each Fiscal Quarter, beginning June 30, 2009, the Borrowers will maintain a Global Debt Service Coverage Ratio of at least 1.50:1. For purposes of this section, "Global Debt Service Coverage Ratio" shall mean, for any period, CEF's Consolidated EBITDA *to* the aggregate amount of CEF's Consolidated interest expense for borrowed money and interest expense for Capital Leases and current maturities of long-term Indebtedness and current maturities of Capital Leases for such period.

Section 7.15. Clean Energy Loan Documents. Clean Energy will not (i) amend, modify or restate the Clean Energy Loan Documents or (ii) waive any default or event of default arising thereunder.

Section 7.16. LLC Agreement. Clean Energy will not consent to any amendment, modification or restatement of the LLC Agreement or vote for, or otherwise consent to, any of the Super Majority Events (as defined in the LLC Agreement) set forth in clauses (m), (n), (w) and (z) of Section 9.10 of the LLC Agreement.

ARTICLE VIII - Events of Default and Remedies

Section 8.1. Events of Default. Each of the following events constitutes an Event of Default under this Agreement:

(a) Any Restricted Person fails to pay any principal component of any Obligation when due and payable, whether at a date for the payment of a fixed installment or as a contingent or other payment becomes due and payable or as a result of acceleration or otherwise;

(b) Any Restricted Person fails to pay any Obligation (other than the Obligations in subsection (a) above) when due and payable, whether at a date for the payment of a fixed installment or as a contingent or other payment becomes due and payable or as a result of acceleration or otherwise, within three Business Days after the same becomes due;

(c) Any "default" or "event of default" occurs under any Loan Document which defines either such term, and the same is not remedied within the applicable period of grace (if any) provided in such Loan Document;

(d) Any Restricted Person fails to duly observe, perform or comply with any covenant, agreement or provision of Section 6.4 or Article VII;

(e) Any Restricted Person fails (other than as referred to in subsections (a), (b), (c) or (d) above) to duly observe, perform or comply with any covenant, agreement, condition or provision of any Loan Document to which it is a party, and such failure remains unremedied for a period of thirty (30) days after notice of such failure is given by the Lender to Borrowers;

(f) Any representation or warranty previously, presently or hereafter made in writing by or on behalf of any Restricted Person in connection with any Loan Document shall prove to have been false or incorrect in any material respect on any date on or as of which made, or any Loan Document at any time ceases to be valid, binding and enforceable as warranted in Section 5.5 for any reason other than its release or subordination by the Lender;

(g) Any Restricted Person fails to observe, perform or comply in any material respect with any agreement with any Person or any term or condition of any instrument, if such agreement or instrument is materially significant to Borrowers and their Subsidiaries on a Consolidated basis, such failure is not remedied within the applicable period of grace (if any) provided in such agreement or instrument and the continuation of such failure would materially impair the Borrowers' ability to timely pay the Obligations;

(h) Any Restricted Person (i) fails to pay any portion, when such portion is due, of any of its Indebtedness in excess of the Threshold Amount, or (ii) breaches or defaults in the performance of any agreement or instrument by which any such Indebtedness is issued, evidenced, governed, or secured, and any such failure, breach or default continues beyond any applicable period of grace provided therefor;

(i) Either (i) any "accumulated funding deficiency" (as defined in Section 412(a) of the Internal Revenue Code) in excess of the Threshold Amount exists with respect to any ERISA Plan, whether or not waived by the Secretary of the Treasury or his delegate, or (ii) any Termination Event occurs with respect to any ERISA Plan and the then current value of such ERISA Plan's benefit liabilities exceeds the then current value of such ERISA Plan's assets available for the payment of such benefit liabilities by more than the Threshold Amount (or in the case of a Termination Event involving the withdrawal of a substantial employer, the withdrawing employer's proportionate share of such excess exceeds such amount);

(j) Any Restricted Person:

(i) suffers the entry against it of a judgment, decree or order for relief by a Tribunal of competent jurisdiction in an involuntary proceeding commenced under any applicable bankruptcy, insolvency or other similar Law of any jurisdiction now or hereafter in effect, including the federal Bankruptcy Code, as from time to time amended, or has any such proceeding commenced against it which remains undismissed for a period of sixty (60) days; or

(ii) commences a voluntary case under any applicable bankruptcy, insolvency or similar Law now or hereafter in effect, including the federal Bankruptcy Code, as from time to time amended; or applies for or consents to the entry of an order for relief in an involuntary case under any such Law; or makes a general assignment for the benefit of creditors; or is generally not paying (or admits in writing its inability to pay) its debts as such debts become due; or takes corporate or other action authorizing any of the foregoing; or

(iii) suffers the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of all or a substantial part of its assets or of any part of the Collateral in a proceeding brought against or initiated by it, and such appointment or taking possession is neither made ineffective nor discharged within thirty days after the making thereof, or such appointment or taking possession is at any time consented to, requested by, or acquiesced to by it; or

(iv) suffers the entry against it of one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments or orders) in excess of the Threshold Amount (not covered by insurance satisfactory to the Lender in its discretion), unless the same is discharged within thirty days after the date of entry thereof or an appeal or appropriate proceeding for review thereof is taken within such period and a stay of execution pending such appeal is obtained; or

(v) suffers a writ or warrant of attachment or any similar process to be issued by any Tribunal against all or any substantial part of its assets or any part of the Collateral, and such writ or warrant of attachment or any similar process is not stayed or released within thirty days after the entry or levy thereof or after any stay is vacated or set aside;

(k) Any Change of Control occurs;

(l) Any Material Adverse Change occurs;

(m) The Project Company (i) fails to pay any portion, when such portion is due, of the Indebtedness evidenced by the Clean Energy Loan Documents or (ii) breaches or defaults in the performance of any of the Clean Energy Loan Documents, and any such failure, breach or default continues beyond any applicable period of grace provided therefor; or

(n) DCE receives a notice from the City of Dallas that DCE is failing to perform or observe any of the provisions of the Lease and DCE does not cure or initiate steps to substantially cure such default within thirty (30) calendar days after DCE's receipt of such notice.

Upon the occurrence of an Event of Default described in subsection (j)(i), (j)(ii) or (j)(iii) of this section with respect to any Restricted Person, all of the Obligations shall thereupon be immediately due and payable, without demand, presentment, notice of demand or of dishonor and nonpayment, protest, notice of protest, notice of intention to accelerate, declaration or notice of acceleration, or any other notice or declaration of any kind, all of which are hereby expressly waived by Borrowers and each Restricted Person who at any time ratifies or approves this Agreement. Upon any such acceleration, any obligation of the Lender to make any further Loans hereunder shall be permanently terminated. During the continuance of any other Event of Default, the Lender at any time and from time to time may, without notice to Borrowers or any other Restricted Person, do either or both of the following: (1) terminate any obligation the Lender to make Loans hereunder, and (2) declare any or all of the Obligations immediately due and payable, and all such Obligations shall thereupon be immediately due and payable, without demand, presentment, notice of demand or of dishonor and nonpayment, protest, notice of protest, notice of intention to accelerate, declaration or notice of acceleration, or any other notice or declaration of any kind, all of which are hereby expressly waived by Borrowers and each Restricted Person who at any time ratifies or approves this Agreement.

Section 8.2. Remedies. If any Default shall occur and be continuing, the Lender may protect and enforce its rights under the Loan Documents by any appropriate proceedings, including proceedings for specific performance of any covenant or agreement contained in any Loan Document. All rights, remedies and powers conferred upon the Lender under the Loan Documents shall be deemed cumulative and not exclusive of any other rights, remedies or powers available under the Loan Documents or at Law or in equity.

ARTICLE IX - Miscellaneous

Section 9.1. Waivers and Amendments; Acknowledgments.

(a) Waivers and Amendments. No failure or delay (whether by course of conduct or otherwise) by the Lender in exercising any right, power or remedy which the Lender may have

under any of the Loan Documents shall operate as a waiver thereof or of any other right, power or remedy, nor shall any single or partial exercise by the Lender of any such right, power or remedy preclude any other or further exercise thereof or of any other right, power or remedy. No waiver of any provision of any Loan Document and no consent to any departure therefrom shall ever be effective unless it is in writing and signed as provided below in this section, and then such waiver or consent shall be effective only in the specific instances and for the purposes for which given and to the extent specified in such writing. No notice to or demand on any Restricted Person shall in any case of itself entitle any Restricted Person to any other or further notice or demand in similar or other circumstances. This Agreement and the other Loan Documents set forth the entire understanding between the parties hereto with respect to the transactions contemplated herein and therein and supersede all prior discussions and understandings with respect to the subject matter hereof and thereof,

and no waiver, consent, release, modification or amendment of or supplement to this Agreement or the other Loan Documents shall be valid or effective against any party hereto unless the same is in writing and signed by (i) if such party is a Borrower, by such Borrower, and (ii) if such party is the Lender, the Lender.

(b) Acknowledgments and Admissions. The Borrowers hereby represent, warrant, acknowledge and admit that (i) they have been advised by counsel in the negotiation, execution and delivery of the Loan Documents to which they are a party, (ii) they have made an independent decision to enter into this Agreement and the other Loan Documents to which they are a party, without reliance on any representation, warranty, covenant or undertaking by the Lender, whether written, oral or implicit, other than as expressly set out in this Agreement or in another Loan Document delivered on or after the date hereof, (iii) there are no representations, warranties, covenants, undertakings or agreements by the Lender as to the Loan Documents except as expressly set out in this Agreement or in another Loan Document delivered on or after the date hereof, (iv) the Lender has no fiduciary obligation toward the Borrowers with respect to any Loan Document or the transactions contemplated thereby, (v) the relationship pursuant to the Loan Documents between Borrowers and the other Restricted Persons, on the one hand, and the Lender, on the other hand, is and shall be solely that of debtor and creditor, respectively, (vi) no partnership or joint venture exists with respect to the Loan Documents between any Restricted Person and the Lender, (vii) should an Event of Default or Default occur or exist, the Lender will determine in its sole discretion and for its own reasons what remedies and actions it will or will not exercise or take at that time, (viii) without limiting any of the foregoing, the Borrowers are not relying upon any representation or covenant by the Lender, or any representative thereof, and no such representation or covenant has been made, that the Lender will, at the time of an Event of Default or Default, or at any other time, waive, negotiate, discuss, or take or refrain from taking any action permitted under the Loan Documents with respect to any such Event of Default or Default or any other provision of the Loan Documents, and (ix) the Lender has relied upon the truthfulness of the acknowledgments in this section in deciding to execute and deliver this Agreement and to become obligated hereunder.

(c) Joint Acknowledgment. **THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 9.2. Survival of Agreements; Cumulative Nature. All of Restricted Persons' various representations, warranties, covenants and agreements in the Loan Documents shall survive the execution and delivery of this Agreement and the other Loan Documents and the performance hereof and thereof, including the making or granting of the Loans and the delivery of the Notes and the other Loan Documents, and shall further survive until all of the Obligations are paid in full to the Lender and all of the Lender's obligations to the Borrowers are terminated. Notwithstanding the foregoing or anything herein to the contrary, any waivers or admissions made by any Restricted Person in any Loan Document, any Obligations under Sections 3.2 and 3.3, and any obligations which any Person may have to indemnify or compensate the Lender shall survive any termination of this Agreement or any other Loan Document. All statements and agreements contained in any certificate or other instrument delivered by any Restricted Person to the Lender under any Loan Document shall be deemed representations and warranties by the Borrowers or agreements and covenants of the Borrowers under this Agreement. The representations, warranties, indemnities, and covenants made by Restricted Persons in the Loan Documents, and the rights, powers, and privileges granted to the Lender in the Loan Documents, are cumulative, and, except for expressly specified waivers and consents, no Loan Document shall be construed in the context of another to diminish, nullify, or otherwise reduce the benefit to the Lender of any such representation, warranty, indemnity, covenant, right, power or privilege. In particular and without limitation, no exception set out in this Agreement to any representation, warranty, indemnity, or covenant herein contained shall apply to any similar representation, warranty, indemnity, or covenant contained in any other Loan Document, and each such similar representation, warranty, indemnity, or covenant shall be subject only to those exceptions which are expressly made applicable to it by the terms of the various Loan Documents.

Section 9.3. Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows: to the address, facsimile number, electronic mail address or telephone number specified for such person on the signature pages hereto.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in said subsection (b).

(b) Electronic Communications. Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender. The Lender or the Borrowers or any other Restricted Person may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, Etc. Each of the Borrowers, any other Restricted Person and the Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto.

Section 9.4. Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. Each Borrower jointly and severally shall pay (i) all reasonable out-of-pocket expenses incurred by the Lender and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender including the fees, charges and disbursements of any counsel for the Lender in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) **Indemnification by Borrower. Each Borrower shall jointly and severally indemnify the Lender and each Affiliate, partner, director, officer, employee, agent and advisor of the Lender (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Borrowers or any other Restricted Person arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the**

parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by Borrowers or any of their Subsidiaries, or any environmental liability related in any way to Borrowers or any of their Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrowers, and regardless of whether any Indemnitee is a party thereto. THE FOREGOING INDEMNIFICATION WILL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY OR CAUSED, IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY ANY INDEMNITEE, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by Borrowers or any other Restricted Person against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if Borrowers or such Restricted Person has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, Borrowers shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) Payments. All amounts due under Section 9.4(a) shall be payable not later than fifteen (15) days after demand therefor. All amounts due under Section 9.4(b) shall be payable not later than thirty (30) days after demand therefor.

Section 9.5. Benefits; Participations.

(a) Benefits. This Loan Agreement shall be binding upon and inure to the benefit of the Lender and the Borrowers, and their respective successors and assigns, provided, however, that the Borrowers may not, without the prior written consent of the Lender, assign any rights, powers, duties or obligations under this Loan Agreement or any of the other Loan Documents.

(b) Participation of the Loans. The Borrowers agree that the Lender may, at its option, sell interests in the Loans and its rights under this Loan Agreement to a financial institution or institutions.

(c) Joint and Several Liability. All Obligations which are incurred by two or more Restricted Persons shall be their joint and several obligations and liabilities.

Section 9.6. Confidentiality. The Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (e) with the consent of the Borrowers, (f) to a financial institution or institutions in connection with a sale by the Lender pursuant to Section 9.5(b), or (g) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Lender or any of its respective Affiliates on a nonconfidential basis from a source other than the Borrowers.

For purposes of this Section, "Information" means all information received from the Borrowers or any of their Subsidiaries relating to Borrowers or any of their Subsidiaries or any of their respective businesses, other than any such information that is available to the Lender on a nonconfidential basis prior

to disclosure by the Borrowers or any of their Subsidiaries, provided that, in the case of information received from the Borrowers or any of their Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 9.7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

Section 9.8. Limitation on Interest. The Lender, Restricted Persons and any other parties to the Loan Documents intend to contract in strict compliance with applicable usury Law from time to time in effect. In furtherance thereof such Persons stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable Law from time to time in effect. Neither any Restricted Person nor any present or future guarantors, endorsers, or other Persons hereafter becoming liable for payment of any Obligation shall ever be liable for unearned interest thereon or shall ever be required to pay interest thereon in excess of the maximum amount that may be lawfully contracted for, charged, or received under applicable Law from time to time in effect, and the provisions of this section shall control over all other provisions of the Loan Documents which may be in conflict or apparent conflict herewith. The Lender expressly disavows any intention to contract for, charge, or collect excessive unearned interest or finance charges in the event the maturity of any Obligation is accelerated. If (a) the

maturity of any Obligation is accelerated for any reason, (b) any Obligation is prepaid and as a result any amounts held to constitute interest are determined to be in excess of the legal maximum, or (c) the Lender or any other holder of any or all of the Obligations shall otherwise collect moneys which are determined to constitute interest which would otherwise increase the interest on any or all of the Obligations to an amount in excess of that permitted to be charged by applicable Law then in effect, then all sums determined to constitute interest in excess of such legal limit shall, without penalty, be promptly applied to reduce the then outstanding principal of the related Obligations or, at the Lender's or holder's option, promptly returned to the Borrowers or the other payor thereof upon such determination. In determining whether or not the interest paid or payable, under any specific circumstance, exceeds the maximum amount permitted under applicable Law, the Lender and Restricted Persons (and any other payors thereof) shall to the greatest extent permitted under applicable Law, (i) characterize any non-principal payment as an expense, fee or premium rather than as interest, (ii) exclude voluntary prepayments and the effects thereof, and (iii) amortize, prorate, allocate, and spread the total amount of interest throughout the entire contemplated term of the instruments evidencing the Obligations in accordance with the amounts outstanding from time to time thereunder and the maximum legal rate of interest from time to time in effect under applicable Law in order to lawfully contract for, charge, or receive the maximum amount of interest permitted under applicable Law. In the event applicable Law provides for an interest ceiling under Chapter 303 of the Texas Finance Code (the "Texas Finance Code") as amended, for that day, the ceiling shall be the "weekly ceiling" as defined in the Texas Finance Code, provided that if any applicable Law permits greater interest, the Law permitting the greatest interest shall apply. As used in this section the term "applicable Law" means the Laws of the State of Texas or the Laws of the United States of America, whichever Laws allow the greater interest, as such Laws now exist or may be changed or amended or come into effect in the future.

Section 9.9. Severability. If any term or provision of any Loan Document shall be determined to be illegal or unenforceable all other terms and provisions of the Loan Documents shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable Law.

Section 9.10. Counterparts; Integration. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.11. Waiver of Jury Trial, Punitive Damages, etc. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, AND (B) ANY RIGHT IT MAY HAVE TO CLAIM OR

RECOVER IN ANY SUCH LEGAL PROCEEDING ANY "SPECIAL DAMAGES," AS DEFINED BELOW. EACH PARTY HERETO (X) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (Y) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. AS USED IN THIS SECTION, "SPECIAL DAMAGES" INCLUDES ALL SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (REGARDLESS OF HOW NAMED), BUT DOES NOT INCLUDE ANY PAYMENTS OR FUNDS WHICH ANY PARTY HERETO HAS EXPRESSLY PROMISED TO PAY OR DELIVER TO ANY OTHER PARTY HERETO.

Section 9.12. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated by this Agreement, each Borrower and each other Restricted Person acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) the credit facilities provided for hereunder and any related services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between such Borrower , each other Restricted Person and their respective Affiliates, on the one hand, and the Lender, on the other hand, and each Borrower and each other Restricted Person is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, the Lender is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for Borrowers, any other Restricted Person or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) the Lender has neither assumed nor will assume an advisory, agency or fiduciary responsibility in favor of Borrowers or any other Restricted Person with respect to any of the transactions contemplated hereby or the process leading thereto, including with

respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether the Lender has advised or is currently advising Borrowers, any other Restricted Person or any of their respective Affiliates on other matters) and the Lender has no obligation to Borrowers, any other Restricted Person or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Borrowers, the other Restricted Persons and their respective Affiliates, and the Lender has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Lender will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Borrowers and the other Restricted Persons have consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Borrowers and the other Restricted Persons hereby waive and release, to the fullest extent permitted by law, any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty.

Section 9.13. USA PATRIOT Act Notice. The Lender is subject to the Act (as hereinafter defined) and the Lender hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "Act"), it is required to obtain, verify and record information that identifies Borrowers, which information includes the name and address of Borrowers and other information that will allow the Lender to identify Borrowers in accordance with the Act.

Section 9.14. Binding Arbitration.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating to in any way (i) the Loans and Loan Documents which are the subject of this Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Texas selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $100,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in Sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any

dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; *provided*, *however*, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Texas with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Texas and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within one hundred and eighty (180) days of the filing of the dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. The resolution of any dispute arising pursuant to the terms of this Agreement shall be determined by a separate arbitration proceeding and such dispute shall not be consolidated with other disputes or included in any class proceeding.

(g) Payment of Arbitration Costs and Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within one hundred and eighty (180) days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

CLEAN ENERGY FUELS CORP.

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

Address:

Address:
3020 Old Ranch Parkway, Suite 200
Seal Beach, California 90740
Attention: Richard R. Wheeler

Telephone: 562-493-2804
Fax: 562-546-0097

CLEAN ENERGY

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

Address:
3020 Old Ranch Parkway, Suite 200
Seal Beach, California 90740
Attention: Richard R. Wheeler

Telephone: 562-493-2804
Fax: 562-546-0097

PLAINSCAPITAL BANK, as the Lender

By: /s/ Ronald C. Berg
Ronald C. Berg
President, Turtle Creek

Address:
2911 Turtle Creek Boulevard, Suite 1300
Dallas, Texas 75219
Attention: Ronald C. Berg

Telephone: 214-252-4000
Fax: 214-252-4098

SCHEDULE 1

DISCLOSURE SCHEDULE

To supplement the following sections of the Agreement of which this Schedule is a part, Borrower hereby makes the following disclosures:

Section 5.7. Other Obligations and Restrictions:

Section 5.9. Litigation:

None.

Section 5.10. ERISA Plans and Liabilities:

None.

Section 5.11. Environmental and Other Laws:

None.

Section 5.12. Names and Places of Business:

Section 5.13. Borrowers' Subsidiaries:

Section 7.1. Indebtedness:

SCHEDULE 2

SECURITY SCHEDULE

1. Pledge Agreement of even date herewith executed by Clean Energy in favor of the Lender pursuant to which Clean Energy grants a security interest in all of its ownership interests in the Project Company.

2. Security Agreement of even date herewith executed by the Borrowers, Blue Fuels, Natural Fuels and Transtar in favor of the Lender pursuant to which the Borrowers, Blue Fuels, Natural Fuels and Transtar each grant a security interest in all of their accounts receivable, inventory, and deposit accounts that are held with the Lender.

3. Security Agreement of even date herewith executed by the Borrowers in favor of the Lender pursuant to which the Borrowers grant a security interest in the tanker trailers listed therein.

4. Collateral Assignment and Security Agreement of even date herewith executed by Clean Energy in favor of the Lender pursuant to which Clean Energy grants a security interest in, and collaterally assigns, the Clean Energy Loan Documents to Lender.

5. Agreement Concerning Lease of even date herewith executed by Clean Energy and DCE for the benefit of Lender.

EXHIBIT A-1

PROMISSORY NOTE

(Facility A)

$18,000,000 Dallas, Texas August , 2008

FOR VALUE RECEIVED, the undersigned, CLEAN ENERGY FUELS CORP., a Delaware corporation, and CLEAN ENERGY, a California corporation (each a "Borrower", and collectively, "Borrowers"), hereby jointly and severally promise to pay to the order of PLAINSCAPITAL BANK, a Texas state chartered bank (the "Lender"), the principal sum of Eighteen Million Dollars ($18,000,000), or, if greater or less, the aggregate unpaid principal amount of the Facility A Loans made by Lender to Borrowers pursuant to the terms of the Credit Agreement (as hereinafter defined), together with interest on the unpaid principal balance thereof as set forth in the Credit Agreement, both principal and interest payable as herein provided in lawful money of the United States of America at the offices of Lender under the Credit Agreement, at 2911 Turtle Creek Boulevard, Suite 1300, Dallas, Texas 75219 or at such other place within Dallas County, Texas, as from time to time may be designated by the holder of this Note.

This Note (a) is issued and delivered under that certain Credit Agreement of even date herewith among Borrowers and the Lender (as from time to time supplemented, amended or restated, the "Credit Agreement"), and is the "Facility A Note" as defined therein, (b) is subject to the terms and provisions of the Credit Agreement, which contains provisions for payments and prepayments hereunder and acceleration of the maturity hereof upon the happening of certain stated events, and (c) is secured by and entitled to the benefits of certain Security Documents (as identified and defined in the Credit Agreement). Payments on this Note shall be made and applied as provided in the Credit Agreement. Reference is hereby made to the Credit Agreement for a description of certain rights, limitations of rights, obligations and duties of the parties hereto and for the meanings assigned to terms used and not defined herein and to the Security Documents for a description of the nature and extent of the security thereby provided and the rights of the parties thereto.

Notwithstanding the foregoing paragraph and all other provisions of this Note, in no event shall the interest payable hereon, whether before or after maturity, exceed the maximum amount of interest which, under applicable Law, may be contracted for, charged, or received on this Note, and this Note is expressly made subject to the provisions of the Credit Agreement which more fully set out the limitations on how interest accrues hereon. In the event applicable Law provides for an interest ceiling under Chapter 303 of the Texas Finance Code (the "Texas Finance Code") as amended, for that day, the ceiling

shall be the "weekly ceiling" as defined in the Texas Finance Code and shall be used in this Note for calculating the Highest Lawful Rate and for all other purposes. The term "applicable law" as used in this Note shall mean the laws of the State of Texas or the laws of the United States, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

If this Note is placed in the hands of an attorney for collection after default, or if all or any part of the indebtedness represented hereby is proved, established or collected in any court or in any bankruptcy, receivership, debtor relief, probate or other court proceedings, each Borrower and all endorsers, sureties and guarantors of this Note jointly and severally agree to pay reasonable attorneys' fees and collection costs to the holder hereof in addition to the principal and interest payable hereunder.

Each Borrower and all endorsers, sureties and guarantors of this Note hereby severally waive demand, presentment, notice of demand and of dishonor and nonpayment of this Note, protest, notice of protest, notice of intention to accelerate the maturity of this Note, declaration or notice of acceleration of the maturity of this Note, diligence in collecting, the bringing of any suit against any party and any notice of or defense on account of any extensions, renewals, partial payments or changes in any manner of or in this Note or in any of its terms, provisions and covenants, or any releases or substitutions of any security, or any delay, indulgence or other act of any trustee or any holder hereof, whether before or after maturity.

This Note and the rights and duties of the parties hereto shall be governed by the Laws of the State of Texas (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal Law.

CLEAN ENERGY FUELS CORP.

By: _____
Name:
Title:

CLEAN ENERGY

By: _____
Name:
Title:

EXHIBIT A-2

PROMISSORY NOTE

(Facility B)

$12,000,000 Dallas, Texas August , 2008

FOR VALUE RECEIVED, the undersigned, CLEAN ENERGY FUELS CORP., a Delaware corporation, and CLEAN ENERGY, a California corporation (each a "Borrower", and collectively, "Borrowers"), hereby jointly and severally promise to pay to the order of PLAINSCAPITAL BANK, a Texas state chartered bank (the "Lender"), the principal sum of Twelve Million Dollars ($12,000,000), or, if greater or less, the aggregate unpaid principal amount of the Facility B Loans made by Lender to Borrowers pursuant to the terms of the Credit Agreement (as hereinafter defined), together with interest on the unpaid principal balance thereof as set forth in the Credit Agreement, both principal and interest payable as herein provided in lawful money of the United States of America at the offices of Lender under the Credit Agreement, at 2911 Turtle Creek Boulevard, Suite 1300, Dallas, Texas 75219 or at such other place within Dallas County, Texas, as from time to time may be designated by the holder of this Note.

This Note (a) is issued and delivered under that certain Credit Agreement of even date herewith among Borrowers and the Lender (as from time to time supplemented, amended or restated, the "Credit Agreement"), and is the "Facility B Note" as defined therein, (b) is subject to the terms and provisions of the Credit Agreement, which contains provisions for payments and prepayments hereunder and acceleration of the maturity hereof upon the happening of certain stated events, and (c) is secured by and entitled to the benefits of certain Security Documents (as identified and defined in the Credit Agreement). Payments on this Note shall be made and applied as provided in the Credit Agreement. Reference is hereby made to the Credit Agreement for a description of certain rights, limitations of rights, obligations and duties of the parties hereto and for the meanings assigned to terms used and not defined herein and to the Security Documents for a description of the nature and extent of the security thereby provided and the rights of the parties thereto.

Notwithstanding the foregoing paragraph and all other provisions of this Note, in no event shall the interest payable hereon, whether before or after maturity, exceed the maximum amount of interest which, under applicable Law, may be contracted for, charged, or received on this Note, and this Note is expressly made subject to the provisions of the Credit Agreement which more fully set out the limitations on how interest accrues hereon. In the event applicable Law provides for an interest ceiling under Chapter 303 of the Texas Finance Code (the "Texas Finance Code") as amended, for that day, the ceiling shall be the "weekly ceiling" as defined in the Texas Finance Code and shall be used in this Note for calculating the Highest Lawful Rate and for all other purposes. The term "applicable law" as used in this Note shall mean the laws of the State of Texas or the laws of the United States, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

If this Note is placed in the hands of an attorney for collection after default, or if all or any part of the indebtedness represented hereby is proved, established or collected in any court or in any bankruptcy, receivership, debtor relief, probate or other court proceedings, each Borrower and all endorsers, sureties and guarantors of this Note jointly and severally agree to pay reasonable attorneys' fees and collection costs to the holder hereof in addition to the principal and interest payable hereunder.

Each Borrower and all endorsers, sureties and guarantors of this Note hereby severally waive demand, presentment, notice of demand and of dishonor and nonpayment of this Note, protest, notice of protest, notice of intention to accelerate the maturity of this Note, declaration or notice of acceleration of the maturity of this Note, diligence in collecting, the bringing of any suit against any party and any notice of or defense on account of any extensions, renewals, partial payments or changes in any manner of or in this Note or in any of its terms, provisions and covenants, or any releases or substitutions of any security, or any delay, indulgence or other act of any trustee or any holder hereof, whether before or after maturity.

This Note and the rights and duties of the parties hereto shall be governed by the Laws of the State of Texas (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal Law.

CLEAN ENERGY FUELS CORP.

By: _____
Name:
Title:

CLEAN ENERGY

By: _____
Name:
Title:

EXHIBIT B

BORROWING NOTICE

Reference is made to that certain Credit Agreement dated as of August 15, 2008 (as amended or supplemented, the "Agreement"), by and among Clean Energy Fuels Corp. and Clean Energy (each a "Borrower", and collectively "Borrowers") and PLAINSCAPITAL BANK (the "Lender"). Terms which are defined in the Agreement are used herein with the meanings given them in the Agreement. Borrowers hereby requests a new Facility B Loan to be advanced pursuant to Section 2.1 of the Agreement as follows:

Amount of Facility B Loan: $

Date on which Loan is to be advanced:

Attached hereto is a copy of the request for a new loan made by CE Dallas under the Clean Energy Loan Documents, together with all supporting documentation therefore.

To induce the Lender to make such Loan, Borrowers hereby jointly and severally represent, warrant, acknowledge, and agree to and with the Lender that:

(a) The officers of Borrowers signing this instrument are the duly elected, qualified and acting officer of Borrowers as indicated below such officer's signature hereto having all necessary authority to act for Borrowers in making the request herein contained.

(b) The representations and warranties of Borrowers set forth in the Agreement and the other Loan Documents are true and correct in all respects on and as of the date hereof (except to the extent that the facts on which such representations and warranties are based have been changed by the extension of credit under the Agreement), with the same effect as though such representations and warranties had been made on and as of the date hereof, except for any such representation or warranty that expressly applies to a specified earlier date, in which case such representation or warranty shall have been true in all material respects on and as of such earlier date.

(c) There does not exist on the date hereof any condition or event which constitutes a Default which has not been waived in writing as provided in Section 9.1(a) of the Agreement; nor will any such Default exist upon Borrowers' receipt and application of the Loans requested hereby. Borrowers will use the Loans hereby requested in compliance with Section 2.4 of the Agreement.

(d) Except to the extent waived in writing as provided in Section 9.1(a) of the Agreement, Borrowers have performed and complied with all agreements and conditions in the Agreement required to be performed or complied with by Borrowers on or prior to the date hereof, and each of the conditions precedent to Loans contained in the Agreement remains satisfied..

(e) The Loan Documents have not been modified, amended or supplemented by any unwritten representations or promises, by any course of dealing, or by any other means not provided for in Section 9.1(a) of the Agreement. The Agreement and the other Loan Documents are hereby ratified, approved, and confirmed in all respects.

The officers of Borrowers signing this instrument hereby certify that, to the best of their knowledge after due inquiry, the above representations, warranties, acknowledgments, and agreements of Borrowers are true, correct and complete.

IN WITNESS WHEREOF, this instrument is executed as of , 20 .

CLEAN ENERGY FUELS CORP.

By: _____
Name:
Title:

CLEAN ENERGY

By: _____
Name:
Title:

EXHIBIT C

CERTIFICATE ACCOMPANYING
FINANCIAL STATEMENTS

Reference is made to that certain Credit Agreement dated as of August 15, 2008 (as amended or supplemented, the "Agreement"), by and among CLEAN ENERGY FUELS CORP. and CLEAN ENERGY (each a "Borrower" and collectively, "Borrowers"), and PLAINSCAPITAL BANK, (the "Lender"), which Agreement is in full force and effect on the date hereof. Terms which are defined in the Agreement are used herein with the meanings given them in the Agreement.

This Certificate is furnished pursuant to Section 6.2(d) of the Agreement. Together herewith Borrowers are furnishing to the Lender Borrowers''* [audited/unaudited] financial statements (the "Financial Statements") as at (the "Reporting Date"). Each Borrower hereby jointly and severally represents, warrants, and acknowledges to the Lender that:

(a) the officers of Borrowers signing this instrument are the duly elected, qualified and acting of Borrowers and as such are Borrowers' chief financial officers;

(b) the Financial Statements are accurate and complete and satisfy the requirements of the Agreement;

(c) attached hereto is a schedule of calculations showing Borrowers' compliance as of the Reporting Date with the requirements of Sections 7.10 through 7.14 of the Agreement *[and Borrowers' non-compliance as of such date with the requirements of Section(s) of the Agreement];

(d) attached hereto is a report setting forth agings of all Accounts Receivable of the Borrowers as of the Reporting Date;

(e) on the Reporting Date Borrowers were, and on the date hereof Borrower are, in full compliance with the disclosure requirements of Section 6.4 of the Agreement, and no Default otherwise existed on the Reporting Date or otherwise exists on the date of this instrument *[except for Default(s) under Section(s) of the Agreement, which *[is/are] more fully described on a schedule attached hereto].

(f) *[Unless otherwise disclosed on a schedule attached hereto,] The representations and warranties of Borrowers set forth in the Agreement and the other Loan Documents are true and correct on and as of the date hereof (except to the extent that the facts on which such representations and warranties are based have been changed by the extension of credit under the Agreement), with the same effect as though such representations and warranties had been made on and as of the date hereof.

The officers of Borrowers signing this instrument hereby certify that they have reviewed the Loan Documents and the Financial Statements and have otherwise undertaken such inquiry as is in their opinion necessary to enable them to express an informed opinion with respect to the above representations, warranties and acknowledgments of Borrowers and, to the best of their knowledge, such representations, warranties, and acknowledgments are true, correct and complete.

IN WITNESS WHEREOF, this instrument is executed as of , 20 .

CLEAN ENERGY FUELS CORP.

By: _____
Name:
Title:

CLEAN ENERGY

By: _____
Name:
Title:

Exhibit 99.10

PROMISSORY NOTE

(Facility A)

$18,000,000 Dallas, Texas August 15, 2008

FOR VALUE RECEIVED, the undersigned, CLEAN ENERGY FUELS CORP., a Delaware corporation, and CLEAN ENERGY, a California corporation (each a "Borrower", and collectively, "Borrowers"), hereby jointly and severally promise to pay to the order of PLAINSCAPITAL BANK, a Texas state chartered bank (the "Lender"), the principal sum of Eighteen Million Dollars ($18,000,000), or, if greater or less, the aggregate unpaid principal amount of the Facility A Loans made by Lender to Borrowers pursuant to the terms of the Credit Agreement (as hereinafter defined), together with interest on the unpaid principal balance thereof as set forth in the Credit Agreement, both principal and interest payable as herein provided in lawful money of the United States of America at the offices of Lender under the Credit Agreement, at 2911 Turtle Creek Boulevard, Suite 1300, Dallas, Texas 75219 or at such other place within Dallas County, Texas, as from time to time may be designated by the holder of this Note.

This Note (a) is issued and delivered under that certain Credit Agreement of even date herewith among Borrowers and the Lender (as from time to time supplemented, amended or restated, the "Credit Agreement"), and is the "Facility A Note" as defined therein, (b) is subject to the terms and provisions of the Credit Agreement, which contains provisions for payments and prepayments hereunder and acceleration of the maturity hereof upon the happening of certain stated events, and (c) is secured by and entitled to the benefits of certain Security Documents (as identified and defined in the Credit Agreement). Payments on this Note shall be made and applied as provided in the Credit Agreement. Reference is hereby made to the Credit Agreement for a description of certain rights, limitations of rights, obligations and duties of the parties hereto and for the meanings assigned to terms used and not defined herein and to the Security Documents for a description of the nature and extent of the security thereby provided and the rights of the parties thereto.

Notwithstanding the foregoing paragraph and all other provisions of this Note, in no event shall the interest payable hereon, whether before or after maturity, exceed the maximum amount of interest which, under applicable Law, may be contracted for, charged, or received on this Note, and this Note is expressly made subject to the provisions of the Credit Agreement which more fully set out the limitations on how interest accrues hereon. In the event applicable Law provides for an interest ceiling under Chapter 303 of the Texas Finance Code (the "Texas Finance Code") as amended, for that day, the ceiling shall be the "weekly ceiling" as defined in the Texas Finance Code and shall be used in this Note for calculating the Highest Lawful Rate and for all other purposes. The term "applicable law" as used in this Note shall mean the laws of the State of Texas or the laws of the United States, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

If this Note is placed in the hands of an attorney for collection after default, or if all or any part of the indebtedness represented hereby is proved, established or collected in any court or in any bankruptcy, receivership, debtor relief, probate or other court proceedings, each Borrower and all endorsers, sureties and guarantors of this Note jointly and severally agree to pay reasonable attorneys' fees and collection costs to the holder hereof in addition to the principal and interest payable hereunder.

Each Borrower and all endorsers, sureties and guarantors of this Note hereby severally waive demand, presentment, notice of demand and of dishonor and nonpayment of this Note, protest, notice of protest, notice of intention to accelerate the maturity of this Note, declaration or notice of acceleration of the maturity of this Note, diligence in collecting, the bringing of any suit against any party and any notice of or defense on account of any extensions, renewals, partial payments or changes in any manner of or in this Note or in any of its terms, provisions and covenants, or any releases or substitutions of any security, or any delay, indulgence or other act of any trustee or any holder hereof, whether before or after maturity.

This Note and the rights and duties of the parties hereto shall be governed by the Laws of the State of Texas (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal Law.

[Remainder of this page intentionally left blank.]

CLEAN ENERGY FUELS CORP.

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

CLEAN ENERGY

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

Exhibit 99.11

PROMISSORY NOTE

(Facility B)

$12,000,000 Dallas, Texas August 15, 2008

FOR VALUE RECEIVED, the undersigned, CLEAN ENERGY FUELS CORP., a Delaware corporation, and CLEAN ENERGY, a California corporation (each a "Borrower", and collectively, "Borrowers"), hereby jointly and severally promise to pay to the order of PLAINSCAPITAL BANK, a Texas state chartered bank (the "Lender"), the principal sum of Twelve Million Dollars ($12,000,000), or, if greater or less, the aggregate unpaid principal amount of the Facility B Loans made by Lender to Borrowers pursuant to the terms of the Credit Agreement (as hereinafter defined), together with interest on the unpaid principal balance thereof as set forth in the Credit Agreement, both principal and interest payable as herein provided in lawful money of the United States of America at the offices of Lender under the Credit Agreement, at 2911 Turtle Creek Boulevard, Suite 1300, Dallas, Texas 75219 or at such other place within Dallas County, Texas, as from time to time may be designated by the holder of this Note.

This Note (a) is issued and delivered under that certain Credit Agreement of even date herewith among Borrowers and the Lender (as from time to time supplemented, amended or restated, the "Credit Agreement"), and is the "Facility B Note" as defined therein, (b) is subject to the terms and provisions of the Credit Agreement, which contains provisions for payments and prepayments hereunder and acceleration of the maturity hereof upon the happening of certain stated events, and (c) is secured by and entitled to the benefits of certain Security Documents (as identified and defined in the Credit Agreement). Payments on this Note shall be made and applied as provided in the Credit Agreement. Reference is hereby made to the Credit Agreement for a description of certain rights, limitations of rights, obligations and duties of the parties hereto and for the meanings assigned to terms used and not defined herein and to the Security Documents for a description of the nature and extent of the security thereby provided and the rights of the parties thereto.

Notwithstanding the foregoing paragraph and all other provisions of this Note, in no event shall the interest payable hereon, whether before or after maturity, exceed the maximum amount of interest which, under applicable Law, may be contracted for, charged, or received on this Note, and this Note is expressly made subject to the provisions of the Credit Agreement which more fully set out the limitations on how interest accrues hereon. In the event applicable Law provides for an interest ceiling under Chapter 303 of the Texas Finance Code (the "Texas Finance Code") as amended, for that day, the ceiling shall be the "weekly ceiling" as defined in the Texas Finance Code and shall be used in this Note for calculating the Highest Lawful Rate and for all other purposes. The term "applicable law" as used in this Note shall mean the laws of the State of Texas or the laws of the United States, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

If this Note is placed in the hands of an attorney for collection after default, or if all or any part of the indebtedness represented hereby is proved, established or collected in any court or in any bankruptcy, receivership, debtor relief, probate or other court proceedings, each Borrower and all endorsers, sureties and guarantors of this Note jointly and severally agree to pay reasonable attorneys' fees and collection costs to the holder hereof in addition to the principal and interest payable hereunder.

Each Borrower and all endorsers, sureties and guarantors of this Note hereby severally waive demand, presentment, notice of demand and of dishonor and nonpayment of this Note, protest, notice of protest, notice of intention to accelerate the maturity of this Note, declaration or notice of acceleration of the maturity of this Note, diligence in collecting, the bringing of any suit against any party and any notice of or defense on account of any extensions, renewals, partial payments or changes in any manner of or in this Note or in any of its terms, provisions and covenants, or any releases or substitutions of any security, or any delay, indulgence or other act of any trustee or any holder hereof, whether before or after maturity.

This Note and the rights and duties of the parties hereto shall be governed by the Laws of the State of Texas (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal Law.

[Remainder of this page intentionally left blank.]

CLEAN ENERGY FUELS CORP.

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

CLEAN ENERGY

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("**Assignment**") is made by CLEAN ENERGY, a California corporation ("**Assignor**"), doing business in the State of Texas as California Clean Energy Corp., for the benefit of PLAINSCAPITAL BANK, a Texas state bank ("**Assignee**") as of August 15, 2008.

RECITALS

A. Assignor and Clean Energy Fuels Corp., a Delaware corporation, collectively as borrowers, and Assignee, as lender, have entered into that certain Credit Agreement of even date herewith (as from time to time amended, modified or restated, the "**Credit Agreement**").

B. Assignor is the present owner and holder of that certain Promissory Note (as from time to time amended, modified or restated, the "**Note**") described in Exhibit A hereto.

C. The Note is secured by the Security Agreement (as from time to time amended, modified or restated, the "**Security Agreement**") described on Exhibit A. The Note, the Security Agreement, and all other documents described in Exhibit A, as from time to time amended, modified or restated are referred to herein as the "**Collateral Loan Documents**" and the loan evidenced and secured thereby is referred to herein as the "**Collateral Loan**".

D. Assignor has agreed to collaterally assign and grant a security interest in all of Assignor's rights, titles, and interests in and to the Note, the Security Agreement, and the other Collateral Loan Documents to Assignee, as security for the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, Assignor does hereby agree, represent, warrant and certify to Assignee as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined have the meanings given them in the Credit Agreement.

2. Assignment. Assignor does by these presents TRANSFER, ASSIGN, PLEDGE, SELL, CONVEY and GRANT a security interest unto Assignee (i) the Note, (ii) the Security Agreement, (iii) the other Collateral Loan Documents, (iv) all attendant rights, titles, liens, assignments and interests arising thereunder or pertaining to the foregoing, and (v) all proceeds, increases, substitutions, and products thereto (all of the foregoing being sometimes hereinafter referred to herein as the "**Collateral**") as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Representations. The Collateral Loan Documents have not been modified, amended, released or terminated in any manner. The Collateral Loan Documents are in good standing and in full force and effect, no uncured breaches or defaults exist thereunder and to the actual knowledge of Assignor, no event has occurred or circumstance exists which, with the passing of time and/or giving of notice, will constitute a default or breach under the Collateral Loan Documents, and there are no defenses, counterclaims or offsets to the Collateral Loan Documents.

4. Delivery of Collateral Loan Documents and other Collateral. Concurrently herewith, Assignor agrees to endorse the Note to Assignee as follows: "**Pay to the order of PlainsCapital Bank with full recourse, and with full warranty and representation as specified in that certain Collateral Assignment and Security Agreement dated August , 2008, from the undersigned to PlainsCapital Bank.**" Assignor will immediately deliver to Assignee all additional property which may now or hereafter constitute a part of the Collateral upon receipt by Assignor of such Collateral, with proper instruments of transfer and assignment, if necessary to perfect the security interest hereby granted or if otherwise required pursuant to this Assignment.

5. Assignor's Warranties, Covenants and Further Agreements.

(a) Title. Except for the assignment and security interest in paragraph 2 hereof, Assignor has full and complete title to the Collateral free from any lien, pledge, assignment, security interest, encumbrance or claim and Assignor will, during the term of this Assignment, at Assignor's cost, keep the Collateral free from other liens, pledges, assignments, security interests, encumbrances or claims, and defend any action, claim or demand which may affect the security interest or Assignor's title or interest in and to the Collateral. This Assignment and any money, account, instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim or defense.

(b) Perfection. No financing statement covering the Collateral or any part or proceeds thereof is on file in any public office except any such financing statement in favor of Assignor, each of which names Assignee as an additional secured party. Assignor agrees that Assignee may file all financing statements, financing statement amendments and other instruments deemed necessary by Assignee to perfect and continue the security interest in the Collateral (including, without limitation, an assignment to Assignee of the financing statement described on Exhibit A), and Assignor will pay all costs with respect thereof. Assignor further agrees that Assignee's security interest in the assets pledged to secure the Collateral Loan (including, but not limited to, the assets pledged pursuant to the Security Agreement and the Cambrian Pledge) is prior and superior to Assignor's security interest therein.

(c) Disposal. Notwithstanding any other provision hereof, Assignor will not sell, lease, pledge, hypothecate or otherwise dispose of all or part of the Collateral other than to Assignee pursuant to the terms hereof.

(d) Notice of Changes. Assignor will immediately notify Assignee of any change occurring in or to the Collateral or in any fact or circumstance warranted or represented by Assignor to Assignee, or if any default occurs under the Note or other Collateral Loan Documents.

(e) Note. Assignor shall, at Assignor's expense, take all reasonable and appropriate steps when necessary to enforce collection of the Note and performance of the other Collateral Loan Documents.

6. Rights of Assignee. Assignor hereby appoints Assignee as Assignor's attorney-in-fact, which appointment is coupled with an interest and is thereby irrevocable, to do any act which Assignor is obligated by this Assignment to do, to exercise all rights of Assignor in the Collateral, and to do all things deemed necessary by Assignee to perfect and continue the security interest granted hereby and to preserve, collect, enforce and protect the Collateral, all at Assignor's sole cost and expense and without any obligation on Assignee to so act, including, but not limited to, transferring title into the name of Assignee, or its nominee, or settling or otherwise realizing upon the Collateral. Assignee may, in its discretion, do the following: endorse as Assignor's agent, any instruments or documents constituting or evidencing the Collateral; and/or take control of the Collateral and use it to reduce any part of the Obligations. **ASSIGNEE SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION ON THE PART OF ASSIGNEE, ITS OFFICERS, AGENT OR EMPLOYEES, INCLUDING ACTS OR OMISSIONS WHICH ARISE AS THE RESULT OF THE NEGLIGENCE OF ASSIGNEE, ITS OFFICERS, AGENTS OR EMPLOYEES**, except for willful misconduct and gross negligence, nor shall Assignee be responsible for depreciation in value of the Collateral, or for preservation of rights of Assignor against any third parties. The foregoing rights and powers of Assignee may be exercised after the occurrence of an Event of Default and shall be in addition to, and not a limitation upon, any rights and powers of Assignee given herein or by law, custom or otherwise.

7. Remedies of Assignee upon Default. During the existence of an Event of Default, Assignee may declare all or any part of the Obligations immediately due and payable and may proceed to enforce payment of same and to exercise any and all of the rights and remedies provided by the Uniform Commercial Code as in effect from time to time in the State of Texas ("**Code**"), as well as other rights and remedies possessed by Assignee under this Assignment or otherwise at law or in equity. For purposes of the notice requirements of the Code, Assignee and Assignor agree that notice given at least ten (10) calendar days prior to the related action hereunder is reasonable. Assignee shall be entitled to immediate possession of the Collateral and all books and records evidencing same and shall have authority to enter upon Assignor's premises, upon which said items may be situated, and remove same therefrom. Expenses of holding, preparing for sale, selling, or the like, shall include, without limitation, Assignee's reasonable attorneys' fees to the extent allowed by the Code. Assignee may use its discretion in applying the proceeds of any disposition of the Collateral, but in conformity with the Code. All rights and remedies of Assignee hereunder are cumulative and may be exercised singularly or concurrently. The exercise of any right or remedy will not be a waiver of any other such rights or remedies available to Assignee.

8. General.

(a) Waiver by Assignee. No waiver by Assignee of any right hereunder or of any default of Assignor shall be binding upon Assignee unless in writing executed by Assignee. Failure or delay by Assignee to exercise any right hereunder or waiver of any default of Assignor shall not operate as a waiver of any other right, or any further exercise of such right, in connection with other default hereunder.

(b) Parties Bound. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Assignment.

(c) Governing Law. This Assignment shall be construed in accordance with the laws of the State of Texas, except to the extent that perfection and the effect of perfection or non-perfection of the security interest created hereby are governed by the laws of a jurisdiction other than the State of Texas.

(d) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Assignment shall be given as provided in the Credit Agreement.

(e) Modification. This Assignment shall not be amended in any way except by a written agreement signed by all parties hereto.

(f) Severability. The unenforceability of any provision of this Assignment shall not affect the enforceability or validity of any other provision hereof.

(g) Waiver by Assignor. Assignor hereby waives presentment, demand, notice of dishonor, protest, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of the Collateral and the Obligations, except as otherwise expressly provided herein or in the Loan Documents.

9. Termination. Upon the full, final, and complete payment of the Obligations, and the performance of all covenants contained in the Credit Agreement and the other Loan Documents, upon written request by Assignor, Assignee shall endorse, without recourse, warranty or representation, the Note to Assignor and shall, at Assignor's expense, execute and record all such documents as shall be necessary to terminate and release this Assignment and any financing statements filed by Assignee pursuant to Section 5(b) of this Assignment.

10. Acceptance By Assignee. By its acceptance of the benefits hereof, the Assignee shall be deemed to have agreed to be bound hereby and to perform any obligation on its part set forth herein.

EXECUTED AND DELIVERED effective as of the date first set forth above.

[*Remainder of page intentionally blank; signature pages follow*]

SIGNATURE PAGE OF ASSIGNOR TO

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

CLEAN ENERGY, a California corporation

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

EXHIBIT A

(Description of Collateral Loan Documents)

Except where otherwise indicated below, all documents are dated as of August 15, 2008.

1. Promissory Note in the principal amount of $14,000,000 executed by CE Dallas Renewables LLC, a Delaware limited liability company ("**Borrower**") and payable to the order of Assignor.

2. Security Agreement executed by Borrower in favor of Assignor.

3. UCC-1 Financing Statement naming Borrower, as debtor, and Assignor and Assignee, as secured party, to be filed with the Secretary of State of Delaware.

4. UCC-1 Financing Statement naming Dallas Clean Energy, LLC, as debtor, and Assignor and Assignee, as secured party, to be filed with the Secretary of State of Delaware.

5. Loan Agreement executed by Borrower and Assignor.

6. Subordination of Management Fees executed by Cambrian Energy McCommas Bluff LLC, a Delaware limited liability company ("**Cambrian**"), and Borrower in favor of Assignor.

7. Guaranty executed by Cambrian in favor of Assignor.

8. Pledge Agreement executed by Cambrian in favor of Assignor (the "**Cambrian Pledge**").

9. UCC-1 Financing Statement naming Cambrian, as debtor, and Assignor and Assignee, as secured party, filed with the Secretary of State of Delaware.

Exhibit 99.13

SECURITY AGREEMENT

dated as of August 15, 2008

of

CLEAN ENERGY FUELS CORP.

and

CLEAN ENERGY

in favor of

PLAINSCAPITAL BANK

TABLE OF CONTENTS

THIS SECURITY AGREEMENT is made as of August 15, 2008, by CLEAN ENERGY FUELS CORP., a Delaware corporation, and CLEAN ENERGY, a California corporation (each, a "Grantor" and collectively the "Grantors") in favor of PLAINSCAPITAL BANK, as Lender under the Credit Agreement (the "Secured Party").

RECITALS

The Grantors and the Secured Party are parties to the Credit Agreement dated as of even date herewith (the "Credit Agreement").

Pursuant to the Credit Agreement, the Secured Party has agreed to extend credit to the Grantors.

In order to induce the Secured Party to extend such credit, each Grantor has agreed to grant to the Secured Party a security interest in the Collateral.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, each Grantor agrees as follows:

ARTICLE I

Definitions and References

Section 1.1. Definitions in Credit Agreement. Capitalized terms used herein and not otherwise defined have the respective meanings specified in the Credit Agreement.

Section 1.2. Definitions in this Agreement. The following terms have the following meanings:

"Collateral" means, with respect to any Grantor, all property described in Section 2.1 in which such Grantor has any right, title or interest. References to Collateral herein with respect to a Grantor are intended to refer to Collateral in which such Grantor has any right, title or interest and not to Collateral in which any other Grantor has any right, title or interest.

"Credit Agreement" has the meaning specified in Recital A.

"Grantor" means each Person granting a security interest in any Collateral pursuant to this Agreement. References to "Grantor" in this Agreement are intended to refer to each such Person as if such Person were the only grantor pursuant to this Agreement, except:

(a) that references to "any Grantor" are meant to refer to each Person that is a Grantor,

(b) that references to "the Grantors" are meant to refer to collectively to all Persons that are Grantors, and

(c) as otherwise may be specifically set forth herein.

"Secured Obligations" means all Obligations of all Restricted Persons now or hereafter arising under the Loan Documents.

"Secured Party" has the meaning specified in the preamble.

"UCC" means the Uniform Commercial Code in effect in the State of Texas from time to time; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

ARTICLE II

Security Interest

Section 2.1. Grant of Security Interest. As collateral security for the payment and performance of all Secured Obligations, Grantor pledges, collaterally assigns and grants to the Secured Party a continuing security interest in all right, title and interest of Grantor in and to all of the following

property, whether now owned or existing or hereafter acquired or arising, regardless of where located and howsoever Grantor's interests therein arise, whether by ownership, security interest, claim or otherwise:

(a) All tanker trailers listed on Schedule 1, all parts thereof, all accessions thereto, and all replacements therefor.

(b) Books and records (including customer lists, marketing information, credit files, price lists, operating records, vendor and supplier price lists, sales literature, computer software, computer hardware, computer disks and tapes and other storage media, printouts and other materials and records) pertaining to any Collateral.

(c) Money and property of any kind from time to time in the possession or under the control of the Secured Party.

(d) Proceeds (as defined in the UCC) of the foregoing.

Notwithstanding the foregoing, this Section 2.1 does not grant a security interest in any property to the extent that such grant is prohibited under any agreement relating to such property and the violation of such prohibition would cause Grantor to lose its interest in or rights with respect to such property, except to the extent that Part 5 of Chapter 9 of the UCC would render such prohibition ineffective.

Section 2.2. Secured Obligations Secured. The security interest created hereby in the Collateral secures the payment and performance of all Secured Obligations.

ARTICLE III

Representations and Warranties

Section 3.1. Representations and Warranties. Grantor represents and warrants to the Secured Party as follows:

(a) Grantor has and will have at all times the right, power and authority to grant to the Secured Party as provided herein a security interest in the Collateral, free and clear of any Lien. This Agreement creates a valid and binding security interest in favor of the Secured Party in the Collateral, securing the Secured Obligations.

(b) None of the Collateral in which Grantor has granted a security interest that constitutes goods:

(i) is subject to any landlord's lien or similar Lien, except for Permitted Liens; or

(ii) is in the possession of any Person other than Grantor or the Secured Party, except for Collateral being transported in the ordinary course of business.

(c) Grantor has delivered to the Secured Party the true, correct and only original certificates of title for each of the tanker trailers listed on Schedule 1 hereto.

(d) Grantor has good and marketable title to the Collateral, free and clear of all Liens, except for the security interest created by this Agreement and any Permitted Liens. No effective financing statement or other registration or instrument similar in effect covering any Collateral is on file in any recording office except any that have been filed in favor of the Secured Party relating to this Agreement.

(e) There is no condition precedent to the effectiveness of this Agreement that has not been satisfied or waived.

ARTICLE IV

Covenants

Section 4.1. General Covenants Applicable to Collateral. Grantor will, so long as this Agreement shall be in effect, perform and observe the following:

(a) Grantor will, at its expense and as from time to time requested by the Secured Party, promptly execute and deliver all further instruments, agreements, filings and registrations, and take all further action, in order:

(i) to confirm and validate this Agreement and the Secured Party's rights and remedies hereunder,

(ii) to correct any error or omission in the description herein of the Secured Obligations or the Collateral or in any other provision hereof,

(iii) to perfect, register and protect the security interest and rights created or purported to be created hereby or to maintain or upgrade in rank the priority of such security interests and rights,

(iv) to enable the Secured Party to exercise and enforce its rights and remedies hereunder, or

(v) otherwise to give the Secured Party the full benefits of the rights and remedies described in or granted under this Agreement.

As part of the foregoing, Grantor will, whenever requested by the Secured Party:

(A) execute and file any financing statement, continuation statement or other filing or registration relating to the Secured Party's security interest and rights hereunder, and any amendment thereto,

(B) mark its books and records relating to any Collateral to reflect that such Collateral is subject to this Agreement and the security interests hereunder, and

(C) deliver to the Secured Party all certificates of title or similar evidences of ownership of the Collateral, all applications therefore, and all documents needed or helpful in registering the Secured Party's security interest in the Collateral on such certificates of title, other evidences of ownership and applications and in otherwise perfecting the Secured Party's security interest in the Collateral.

(b) Grantor shall not take any action that would, or fail to take any action if such failure would, impair the enforceability, perfection or priority of the Secured Party's security interest in any Collateral.

Section 4.2. Covenants for Specified Types of Collateral. For so long as any Secured Obligation is outstanding:

(a) Grantor will:

(i) Maintain, preserve, protect and keep all Equipment in good condition, repair and working order, and will cause all Equipment to be used and operated in a good and workmanlike manner, in accordance with applicable Law, in a manner that will not make void or cancelable any insurance with respect to the Equipment.

(ii) Promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Equipment that are necessary or desirable or that the Secured Party may request.

(iii) Promptly furnish to the Secured Party a statement describing any material loss or damage to any Equipment.

ARTICLE V

Remedies, Powers and Authorizations

Section 5.1. Normal Provisions Concerning the Collateral.

(a) Grantor irrevocably authorizes the Secured Party at any time and from time to time to file, without the signature of Grantor, in any jurisdiction any amendments to existing financing statements and any initial financing statements and amendments thereto that:

(i) indicate the Collateral as described in the granting clause of this Agreement, or with words of equal or lesser scope or with greater detail;

(ii) contain any other information required for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor; and

(iii) properly effectuate the transactions described in the Loan Documents, as determined by the Secured Party in its discretion.

Grantor will furnish any such information to the Secured Party promptly upon request. A carbon, photographic or other reproduction of this Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction by the Secured Party. Grantor ratifies and approves all financing statements heretofore filed by or on behalf of the Secured Party in any jurisdiction in connection with the transactions contemplated hereby.

(b) Grantor appoints the Secured Party as Grantor's attorney in fact and proxy, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement including any action or instrument:

(i) to obtain and adjust any insurance required to be paid to the Secured Party pursuant hereto;

(ii) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral;

(iii) to enforce any obligations included in the Collateral; and

(iv) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of Grantor or the Secured Party with respect to any Collateral.

Such power of attorney and proxy are coupled with an interest, are irrevocable, and are to be used by the Secured Party for the sole benefit of the Secured Party.

(c) Anything herein to the contrary notwithstanding:

(i) Grantor shall remain liable to perform all duties and obligations under the agreements included in the Collateral to the same extent as if this Agreement had not been executed.

(ii) The exercise by the Secured Party of any right hereunder shall not release Grantor from any duty or obligation under any agreement included in the Collateral.

(iii) Secured Party shall not have any obligation or liability under the agreements included in the Collateral by reason of this Agreement or any other Loan Document, nor shall Secured Party be obligated to perform any duty or obligation of Grantor thereunder or take any action to collect or enforce any claim for payment assigned hereunder.

Section 5.2. Event of Default Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party may from time to time in its discretion, without limitation and without notice except as expressly provided below:

(a) Exercise in respect of the Collateral, in addition to any other right and remedy provided for herein, under the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and any other applicable law.

(b) Require Grantor to, and Grantor will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it (together with all books, records and information of Grantor relating thereto) available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.

(c) Prior to the disposition of any Collateral:

(i) to the extent permitted by applicable Law, enter, with or without process of law and without breach of the peace, any premises where any Collateral is or may be located, and without charge or liability to the Secured Party seize and remove such Collateral from such premises,

(ii) have access to and use the Company's books, records, and information relating to the Collateral, and

(iii) store or transfer any Collateral without charge in or by means of any storage or transportation facility owned or leased by Grantor, process, repair or recondition any Collateral or otherwise prepare it for disposition in any manner and to the extent the Secured Party deems appropriate and, in connection with such preparation and disposition, use without charge any copyright, trademark, trade name, patent or technical process used by Grantor.

(d) Reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest created hereby by any available judicial procedure.

(e) Dispose of, at its office, on the premises of Grantor or elsewhere, any Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (but that the sale of any Collateral shall not exhaust the Secured Party's power of sale, and sales may be made from time to time, and at any time, until all of the Collateral has been sold or until the Secured Obligations have been paid and performed in full), and at any such sale it shall not be necessary to exhibit any Collateral.

(f) Buy Collateral, or any part thereof, at any public sale.

(g) Buy Collateral, or any part thereof, at any private sale if any Collateral is of a type customarily sold in a recognized market or is of a type that is the subject of widely distributed standard price quotations.

(h) Apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and Grantor consents to any such appointment.

(i) Comply with any applicable state or federal Law requirement in connection with a disposition of Collateral and such compliance shall not be considered to affect adversely the commercial reasonableness of any sale of Collateral.

(j) Sell Collateral without giving any warranty, with respect to title or any other matter.

(k) To the extent notice of sale shall be required by law with respect to Collateral, at least 10-days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification; provided that, if the Secured Party fails in any respect to give such notice, its liability for such failure shall be limited to the liability (if any) imposed on it by law under the UCC. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

Section 5.3. Application of Proceeds. If an Event of Default shall have occurred and be continuing, any cash held by or on behalf of the Secured Party and all cash proceeds received by or on behalf of the Secured Party in respect of any sale of, collection from, or other realization upon any Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against, any Secured Obligation, in the following manner:

(a) First, paid to the Secured Party for any amounts then owing to the Secured Party pursuant to the Credit Agreement or otherwise under the Loan Documents or that has otherwise been incurred by the Secured Party in connection with the payment or other satisfaction of any Lien, encumbrance or adverse claim upon or against any Collateral or any other action that the Secured Party determines is reasonably appropriate in connection with the preservation or maintenance of the Collateral.

(b) Second, paid to the Secured Party in payment of the Secured Obligations in accordance with the amounts thereof then owing to the Secured Party or as otherwise provided in the Credit Agreement.

(c) Third, any surplus of such cash or cash proceeds held by or on the behalf of the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the applicable Grantor or to whatever Person may be lawfully entitled to receive such surplus.

Section 5.4. Deficiency. If the proceeds of any sale, collection or realization of or upon the Collateral of the Grantors by the Secured Party are insufficient to pay all Secured Obligations and all other amounts to which the Secured Party is entitled, Grantor shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents or (if no interest is so provided) at such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency. Collateral may be sold at a loss to Grantor, and the Secured Party shall have no liability or responsibility to Grantor for such loss. Grantor acknowledges that a private sale may result in less proceeds than a public sale.

Section 5.5. Non-Judicial Remedies. In granting to the Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, to the extent permitted by applicable Law, Grantor waives, renounces and knowingly relinquishes any legal right that might otherwise require the Secured Party to enforce its rights by judicial process and confirms that such remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. The Secured Party may, however, in its discretion, resort to judicial process.

Section 5.6. Limitation on Duty of the Secured Party in Respect of Collateral. Beyond the exercise of reasonable care in the custody thereof, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party shall be deemed to have exercised reasonable care in the custody of Collateral in its possession if such Collateral is accorded treatment substantially equal to which that it accords its own property, and the Secured Party shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Secured Party in good faith.

Section 5.7. Appointment of Other Agents. At any time, in order to comply with any legal requirement in any jurisdiction, the Secured Party may appoint any bank or trust company or one or more other Persons, either to act as co-agent or co-agents, jointly with the Secured Party, or to act as separate agent or agents on behalf of the Secured Party, with such power and authority as may be necessary for the effective operation of the provisions hereof and may be specified in the instrument of appointment.

ARTICLE VI

Miscellaneous

Section 6.1. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent in the manner provided in the Credit Agreement, if to the Secured Party or to a Grantor that is a party to the Credit Agreement, to the address set forth in the Credit Agreement or to such other address or to the attention of such other individual as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given as provided in the Credit Agreement for notices given thereunder.

Section 6.2. Amendments and Waivers. No amendment of this Agreement shall be effective unless it is in writing and signed by Grantor and the Secured Party, and no waiver of this Agreement or consent to any departure by Grantor herefrom shall be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for that given and to the extent specified in such writing. In addition, all such amendments and waivers shall be effective only if given with the necessary approvals required in the Credit Agreement. No such amendment shall bind any Grantor not a party thereto, but no such amendment with respect to any Grantor shall require the consent of any other Grantor.

Section 6.3. Preservation of Rights. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law or otherwise.

Section 6.4. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 6.5. Survival. Each representation and warranty, covenant and other obligation of Grantor herein shall survive the execution and delivery of this Agreement, the execution and delivery of any other Loan Document and the creation of the Secured Obligations.

Section 6.6. Binding Effect and Assignment. This Agreement shall:

(a) be binding on Grantor and its successors and permitted assigns, and

(b) inure, together with all rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns.

Without limiting the generality of the foregoing, the Secured Party may (except as otherwise provided in any Loan Document) pledge, assign or otherwise transfer any right under any Loan Document to any other Person, and such other Person shall thereupon become vested with all benefits in respect thereof granted herein or otherwise. No right or duty of Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party.

Section 6.7. Termination. As and when provided in the Credit Agreement, this Agreement and the security interest created hereby shall terminate, all rights in the Collateral shall revert to Grantors and the Secured Party, at a Grantor's request and at its expense, will:

(i) return to Grantor such of Grantor's Collateral in the Secured Party's possession as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and

(ii) execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

Section 6.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6.9. Final Agreement. This Agreement and the other Loan Documents represent the final agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties hereto. There are no unwritten oral agreements between the parties hereto.

Section 6.10. Counterparts; Facsimile. This Agreement may be separately executed in any number of counterparts, all of that when so executed shall be deemed to constitute one and the same Agreement. This Agreement may be validly delivered by facsimile or other electronic transmission of an executed counterpart of the signature page hereof.

Section 6.11. Acceptance by the Secured Party. By its acceptance of the benefits hereof, the Secured Party shall be deemed to have agreed to be bound hereby and to perform any obligation on their part set forth herein.

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the date first-above written.

GRANTORS

CLEAN ENERGY FUELS CORP.

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

CLEAN ENERGY

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

SCHEDULE 1
to
SECURITY AGREEMENT

Tanker Trailers

OWNER	VIN #	YEAR	MAKE	BODY STY	MODEL	WEIGHT	LICENSE#
CLEAN ENERGY	1A9PA48266D503031	2006	ALLO	TN	ST1	25140	W29468
CLEAN ENERGY	1A9PA48286D503032	2006	ALLO	TN	STI	25240	W29469
CLEAN ENERGY	1A9PA482X6D503033	2006	ALLO	TN		25160	W29470
CLEAN ENERGY	1A9PA48216D503034	2006	ALLO	TN	ACP	25200	W29475
CLEAN ENERGY	1A9PA48236D503035	2006	ALLO	TN	ACP	25200	W29476
CLEAN ENERGY	1A9PA48257D503006	2007	ALL0	TN		25180	X32000
CLEAN ENERGY	1A9PA48277D503007	2007	ALLO	TN		25180	X32008
CLEAN ENERGY	1A9PA48297D503008	2007	ALOY	TN	ACP	25200	X32033
CLEAN ENERGY	1A9PA48207D503009	2007	ALLO	TN		25190	X32012
CLEAN ENERGY	1A9PA48277D503010	2007	ALLO	TN	TRL	25300	X32O23
CLEAN ENERGY	1A9PA48297D503011	2007	ALLO	UT		25200	X32047
CLEAN ENERGY	1A9PA48207D503012	2007	ALLO	UT		25220	X32048
CLEAN ENERGY	1A9PA48227D503013	2007	ALLO	TN	ACP	25360	X32049
CLEAN ENERGY	1A9PA48247D503014	2007	ALLO	TN		25160	X32057
CLEAN ENERGY	1A9PA48267P503015	2007	ALLO	TN		25320	X32060
CLEAN ENERGY	1A9PA48217D503021	2007	ALLO	TN	ACP	25600	X32062
CLEAN ENERGY	1A9PA48237D503022	2007	ALOY	TN		25460	X32065
CLEAN ENERGY	1A9PA48257D503023	2007	ALLO	TN		25160	X32073
CLEAN ENERGY	1A9PA48277D503024	2007	ALLO	TN		25200	X32075
CLEAN ENERGY	1A9PA48277D503025	2007	ALLO	TN	ACP	25240	X32081

CLEAN ENERGY	1A9PA48295D503023	2005	ALLO	TN		25680	W30007
CLEAN ENERGY	1A9PA48205D503024	2005	ALLO	TN	ST1	25560	W30012
CLEAN ENERGY	1A9PA4826YD503100	2000	ALLO	TN		26000	W30026
CLEAN ENERGY	1A9PA482XYD503097	2000	ALLO	TN		26300	W30027
CLEAN ENERGY	1A9PA4828YD503101	2000	ALLO	TN		25600	W30028
CLEAN ENERGY	1A9PA4821YD503098	2000	ALLO	TN		26000	W30029
CLEAN ENERGY	1A9PA48221D503102	2001	ALLO	TN		26100	W30025
CLEAN ENERGY	3E9B0482551003052	2006	ENVS	TN		24400	W37852
CLEAN ENERGY	3E9B0482351003051	2006	ENVS	TN		24400	W37851
CLEAN ENERGY	1A9PA48226D503012	2006	ALLO	TN		25960	W69321
CLEAN ENERGY	1A9PA48246D503013	2006	ALLO	TN		26000	W69323
CLEAN ENERGY	1A9PA48266D503014	2006	ALLO	TN		26000	W69324
CLEAN ENERGY DALLAS TX	1A9PA48286D503015	2006	ALLO	TN		25600	W69340
CLEAN ENERGY DALLAS TX	1A9PA482X6D503016	2006	ALLO	TN		25600	W69341
CLEAN ENERGY-DALLAS TX	1A9PA48216D503017	2006	ALLO	TN		25600	W69342
CLEAN ENERGY	1A9PA48236D503018	2006	ALLO	TN	ACP	14800	W30121
CLEAN ENERGY	1A9PA48256D503019	2006	ALLO	TN	ACP	14880	W30122
CLEAN ENERGY	1A9PA48216F503020	2006	ALLO	TN		25420	W30134
CLEAN ENERGY	1A9PA48236D503021	2006	ALLO	TN		25220	W30136
CLEAN ENERGY FUELS	1A9PA48253D503016	2003	ALLO	TN		26000	76612Y
CLEAN ENERGY FUELS	1A9PA48273D503017	2003	ALLO	TN		26000	76632Y
CLEAN ENERGY FUELS	1A9PA48293D503018	2003	ALLO	TN		26000	76634Y
CLEAN ENERGY FUELS	1A9PA48203D503019	2003	ALLO	TN		26000	76637Y
CLEAN ENERGY DALLAS TX	1A9PA48255D503021	2005	ALLO	TN		25700	W30115
CLEAN ENERGY	1A9PA48275D503022	2005	ALLO	UT		25580	W30005

Exhibit 99.14

SECURITY AGREEMENT

dated as of August 15, 2008

of

CLEAN ENERGY FUELS CORP.,

CLEAN ENERGY,

each other Grantor listed on the signature pages hereof
and each other Grantor that otherwise
may become a party hereto

in favor of

PLAINSCAPITAL BANK

TABLE OF CONTENTS

THIS SECURITY AGREEMENT is made as of August 15, 2008, by CLEAN ENERGY FUELS CORP., a Delaware corporation ("CEF"), and CLEAN ENERGY, a California corporation ("Clean Energy"; each, a "Grantor" and collectively with each other Grantor listed on the signature pages hereof and that may become parties hereto pursuant to Section 6.3, the "Grantors") in favor of PLAINSCAPITAL BANK, as Lender under the Credit Agreement (the "Secured Party").

RECITALS

CEF, Clean Energy and the Secured Party are parties to the Credit Agreement dated as of even date herewith (the "Credit Agreement").

Pursuant to the Credit Agreement, the Secured Party has agreed to extend credit to CEF and Clean Energy.

In order to induce the Secured Party to extend such credit, each Grantor has agreed to grant to the Secured Party a security interest in the Collateral.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, each Grantor agrees as follows:

ARTICLE I

Definitions and References

Section 1.1. Definitions in Credit Agreement. Capitalized terms used herein and not otherwise defined have the respective meanings specified in the Credit Agreement.

Section 1.2. Definitions in the UCC, etc. The following terms have the meanings specified in the UCC:

(a) Account.

(b) Deposit Account.

(c) Document.

(d) Inventory.

(e) Payment Intangible.

(f) Proceeds.

Other terms used in this Agreement that are defined in the UCC and not otherwise defined herein or in the Credit Agreement have the meanings specified in the UCC, unless the context otherwise requires.

Section 1.3. Definitions in this Agreement. The following terms have the following meanings:

"Collateral" means, with respect to any Grantor, all property described in Section 2.1 in which such Grantor has any right, title or interest. References to Collateral herein with respect to a Grantor are intended to refer to Collateral in which such Grantor has any right, title or interest and not to Collateral in which any other Grantor has any right, title or interest.

"Credit Agreement" has the meaning specified in Recital A.

"Grantor" means each Person granting a security interest in any Collateral pursuant to this Agreement. References to "Grantor" in this Agreement are intended to refer to each such Person as if such Person were the only grantor pursuant to this Agreement, except:

(a) that references to "any Grantor" are meant to refer to each Person that is a Grantor,

(b) that references to "the Grantors" are meant to refer to collectively to all Persons that are Grantors, and

(c) as otherwise may be specifically set forth herein.

"Pledged Debt" means all Investment Property and General Intangibles constituting or pertaining to Indebtedness owing by any Person to Grantor.

"Secured Obligations" means all Obligations of all Restricted Persons now or hereafter arising under the Loan Documents.

"Secured Party" has the meaning specified in the preamble.

"Securities Act" means the Securities Act of 1933.

"UCC" means the Uniform Commercial Code in effect in the State of Texas from time to time; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 1.4. Rules of Construction; References and Titles. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise:

(a) Any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein).

(b) Unless otherwise specified, any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) The words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof.

(d) All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

(e) Any reference to any Law herein shall, unless otherwise specified, refer to such law as amended, modified or supplemented from time to time.

(f) The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(g) Except as specified otherwise, references to any document, instrument, or agreement shall include:

(i) all exhibits, schedules, and other attachments thereto, and

(ii) all documents, instruments, or agreements issued or executed in replacement thereof.

(h) A title appearing at the beginning of any subdivision is for convenience only, does not constitute any part of such subdivision and shall be disregarded in construing the language contained in such subdivision.

(i) The phrases "this Section" and "this subsection" and similar phrases refer only to the section or subsection hereof in which such phrases occur.

(j) The word "or" is not exclusive, and the word "including" (in all of its grammatical variations) means "including without limitation".

ARTICLE II

Security Interest

Section 2.1. Grant of Security Interest. As collateral security for the payment and performance of all Secured Obligations, Grantor pledges, collaterally assigns and grants to the Secured Party a continuing security interest in all right, title and interest of Grantor in and to all of the following property, whether now owned or existing or hereafter acquired or arising, regardless of where located and howsoever Grantor's interests therein arise, whether by ownership, security interest, claim or otherwise:

(a) Accounts and all Payment Intangibles.

(b) Inventory.

(c) Deposit Accounts held with Secured Party, including the Payment Reserve Account.

(d) Books and records (including customer lists, marketing information, credit files, price lists, operating records, vendor and supplier price lists, sales literature, computer software, computer hardware, computer disks and tapes and other storage media, printouts and other materials and records) pertaining to any Collateral.

(e) Money and property of any kind from time to time in the possession or under the control of the Secured Party.

(f) Proceeds of the foregoing.

Notwithstanding the foregoing, this Section 2.1 does not grant a security interest in any property to the extent that such grant is prohibited under any agreement relating to such property and the violation of such prohibition would cause Grantor to lose its interest in or rights with respect to such property, except to the extent that Part 5 of Chapter 9 of the UCC would render such prohibition ineffective.

Section 2.2. Secured Obligations Secured.

(a) The security interest created hereby in the Collateral secures the payment and performance of all Secured Obligations.

(b) Without limiting the generality of the foregoing, this Agreement secures, as to Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Restricted Person to Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Restricted Person.

(c) Notwithstanding any other provision of this Agreement, with respect to any Grantor, the liability of such Grantor hereunder and under each other Loan Document to which it is a party shall be limited to the maximum liability that such Grantor may incur without rendering this Agreement and such other Loan Documents subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any applicable state or federal law. This subsection (c) shall not apply to the Borrowers.

ARTICLE III

Representations and Warranties

Section 3.1. Representations and Warranties. Grantor represents and warrants to the Secured Party as follows:

(a) Each representation and warranty made by the Borrowers with respect to Grantor in any other Loan Document is correct.

(b) Grantor has and will have at all times the right, power and authority to grant to the Secured Party as provided herein a security interest in the Collateral, free and clear of any Lien. This Agreement creates a valid and binding security interest in favor of the Secured Party in the Collateral, securing the Secured Obligations.

(c) None of the Collateral in which Grantor has granted a security interest that constitutes goods:

(i) is subject to any landlord's lien or similar Lien, except for Permitted Liens; or

(ii) is in the possession of any Person other than Grantor or the Secured Party, except for Collateral being transported in the ordinary course of business.

(d) Grantor is an entity of the type specified on Schedule 1 (or Schedule 1 to any security agreement supplement delivered by it pursuant to Section 6.3) opposite its name and is organized under the laws of the jurisdiction specified in such Schedule opposite its name, which is Grantor's location pursuant to the UCC. Grantor has not conducted business under any name except the name in which it has executed this Agreement, which is the exact name that appears in Grantor's Organizational Documents. Grantor's organizational identification number, if any, is set forth in Schedule 1.

(e) Grantor has good and marketable title to the Collateral, free and clear of all Liens, except for the security interest created by this Agreement and any Permitted Liens. No effective financing statement or other registration or instrument similar in effect covering any Collateral is on file in any

recording office except any that have been filed in favor of the Secured Party relating to this Agreement.

(f) There is no condition precedent to the effectiveness of this Agreement that has not been satisfied or waived.

(g) Grantor, if other than a Borrower, has, independently and without reliance upon the Secured Party and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is or is to be a party, and Grantor, if other than the Borrower, has established adequate means of obtaining from each other Restricted Person on a continuing basis information pertaining to, and is now and on a continuing basis will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties and prospects of each other Restricted Person.

(h) The direct or indirect value of the consideration received and to be received by Grantor in connection herewith is reasonably worth at least as much as the liability of Grantor hereunder and under each other Loan Document to which Grantor is a party, and the incurrence of such liability in return for such consideration may reasonably be expected to benefit Grantor, directly or indirectly. Grantor is not "insolvent" on the date hereof (that is, the sum of Grantor's

absolute and contingent liabilities, including its Obligations hereunder and under each other Loan Document to which Grantor is a party, does not exceed the fair market value of Grantor's assets). Grantor's capital is adequate for the businesses in which Grantor is engaged and intends to be engaged. Grantor has not incurred (whether hereby or otherwise), nor does Grantor intend to incur or believe that it will incur, debts that will be beyond its ability to pay as such debts mature. All balance sheets, earning statements, financial data and other information concerning Grantor that have been furnished to the Secured Party to induce it to accept this Agreement (or otherwise furnished to the Secured Party in connection with the transactions contemplated hereby or associated herewith) fairly represent the financial condition of Grantor as of the dates and the results of Grantor's operations for the periods for which the same are furnished. None of such balance sheets, earnings and cash flow statements, financial data and other information contains any untrue statement of a material fact or omits to state any material fact that is necessary to make any statements contained therein not misleading.

ARTICLE IV

Covenants

Section 4.1. General Covenants Applicable to Collateral. Grantor will at all times perform and observe the covenants contained in the Credit Agreement that are applicable to Grantor (whether made by Grantor or made by the Borrowers with respect to Grantor) for so long as any Secured Obligation is outstanding. In addition, Grantor will, so long as this Agreement shall be in effect, perform and observe the following:

(a) Without limitation of any other covenant herein, Grantor shall not cause or permit any change in its name, identity or organizational structure, or any change to its jurisdiction of organization, unless Grantor shall have first:

(i) notified the Secured Party of such change at least 30 days prior to the effective date of such change (or such shorter notice as the Secured Party may approve),

(ii) taken all action requested by the Secured Party (under the following subsection (b) or otherwise) for the purpose of further confirming and protecting the Secured Party's security interest and rights under this Agreement and the perfection and priority thereof, and

(iii) if requested by the Secured Party, provided to the Secured Party a legal opinion to the Secured Party's satisfaction confirming that such change shall not adversely affect the Secured Party's security interest and rights under this Agreement or the perfection or priority of such security interest.

In any notice delivered pursuant to this subsection, Grantor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purposes of continuing perfection of the Secured Party's security interest in the Collateral.

(b) Grantor will, at its expense and as from time to time requested by the Secured Party, promptly execute and deliver all further instruments, agreements, filings and registrations, and take all further action, in order:

(i) to confirm and validate this Agreement and the Secured Party's rights and remedies hereunder,

(ii) to correct any error or omission in the description herein of the Secured Obligations or the Collateral or in any other provision hereof,

(iii) to perfect, register and protect the security interest and rights created or purported to be created hereby or to maintain or upgrade in rank the priority of such security interests and rights,

(iv) to enable the Secured Party to exercise and enforce its rights and remedies hereunder, or

(v) otherwise to give the Secured Party the full benefits of the rights and remedies described in or granted under this Agreement.

As part of the foregoing, Grantor will, whenever requested by the Secured Party:

(A) execute and file any financing statement, continuation statement or other filing or registration relating to the Secured Party's security interest and rights hereunder, and any amendment thereto,

(B) mark its books and records relating to any Collateral to reflect that such Collateral is subject to this Agreement and the security interests hereunder, and

(C) to the extent requested by the Secured Party from time to time, Grantor will obtain from any account debtor or other obligor in respect of any property included in the Collateral an acknowledgment by such account debtor or obligor that such property is subject to this Agreement.

(c) Grantor shall not take any action that would, or fail to take any action if such failure would, impair the enforceability, perfection or priority of the Secured Party's security interest in any Collateral.

Section 4.2. Covenants for Specified Types of Collateral. For so long as any Secured Obligation is outstanding:

(a) Grantor will:

(i) Maintain, preserve, protect and keep all Inventory in good condition, repair and working order in accordance with applicable Law, in a manner that will not make void or cancelable any insurance with respect to the Inventory.

(ii) Not allow any Inventory to be evidenced by a Document.

(iii) Promptly furnish to the Secured Party a statement describing any material loss or damage to any Inventory.

ARTICLE V

Remedies, Powers and Authorizations

Section 5.1. Normal Provisions Concerning the Collateral.

(a) Grantor irrevocably authorizes the Secured Party at any time and from time to time to file, without the signature of Grantor, in any jurisdiction any amendments to existing financing statements and any initial financing statements and amendments thereto that:

(i) indicate the Collateral as described in the granting clause of this Agreement, or with words of equal or lesser scope or with greater detail;

(ii) contain any other information required for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor; and

(iii) properly effectuate the transactions described in the Loan Documents, as determined by the Secured Party in its discretion.

Grantor will furnish any such information to the Secured Party promptly upon request. A carbon, photographic or other reproduction of this Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction by the Secured Party. Grantor ratifies and approves all financing statements heretofore filed by or on behalf of the Secured Party in any jurisdiction in connection with the transactions contemplated hereby.

(b) Grantor appoints the Secured Party as Grantor's attorney in fact and proxy, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement including any action or instrument:

(i) to obtain and adjust any insurance required to be paid to the Secured Party pursuant hereto;

(ii) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral;

(iii) to enforce any obligations included in the Collateral; and

(iv) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of Grantor or the Secured Party with respect to any Collateral.

Such power of attorney and proxy are coupled with an interest, are irrevocable, and are to be used by the Secured Party for the sole benefit of the Secured Party.

(c) If Grantor fails to perform any agreement or obligation contained herein, the Secured Party may, but shall have no obligation to, itself perform, or cause performance of, such agreement or obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantor under Section 5.5.

If any Collateral in which Grantor has granted a security interest hereunder is at any time in the possession or control of any warehouseman, bailee or any of Grantor's agents, Grantor shall, upon the request of the Secured Party, notify such warehouseman, bailee or agent of the Secured Party's rights hereunder and instruct such Person to hold all such Collateral for the Secured Party's account subject to the Secured Party's instructions. No such request by the Secured

Party shall be deemed a waiver of any provision hereof that was otherwise violated by such Collateral being held by such Person prior to such instructions by Grantor.

(d) Anything herein to the contrary notwithstanding:

(i) Grantor shall remain liable to perform all duties and obligations under the agreements included in the Collateral to the same extent as if this Agreement had not been executed.

(ii) The exercise by the Secured Party of any right hereunder shall not release Grantor from any duty or obligation under any agreement included in the Collateral.

(iii) Secured Party shall not have any obligation or liability under the agreements included in the Collateral by reason of this Agreement or any other Loan Document, nor shall Secured Party be obligated to perform any duty or obligation of Grantor thereunder or take any action to collect or enforce any claim for payment assigned hereunder.

Section 5.2. Event of Default Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party may from time to time in its discretion, without limitation and without notice except as expressly provided below:

(a) Exercise in respect of the Collateral, in addition to any other right and remedy provided for herein, under the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and any other applicable law.

(b) Require Grantor to, and Grantor will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it (together with all books, records and information of Grantor relating thereto) available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.

(c) Prior to the disposition of any Collateral:

(i) to the extent permitted by applicable Law, enter, with or without process of law and without breach of the peace, any premises where any Collateral is or may be located, and without charge or liability to the Secured Party seize and remove such Collateral from such premises,

(ii) have access to and use the Company’s books, records, and information relating to the Collateral, and

(iii) store or transfer any Collateral without charge in or by means of any storage or transportation facility owned or leased by Grantor, process, repair or recondition any Collateral or otherwise prepare it for disposition in any manner and to the extent the Secured Party deems appropriate and, in connection with such preparation and disposition, use without charge any copyright, trademark, trade name, patent or technical process used by Grantor.

(d) Reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest created hereby by any available judicial procedure.

(e) Dispose of, at its office, on the premises of Grantor or elsewhere, any Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (but that the sale of any Collateral shall not exhaust the Secured Party’s power of sale, and sales may be made from time to time, and at any time, until all of the Collateral has been sold or until the Secured Obligations have been paid and performed in full), and at any such sale it shall not be necessary to exhibit any Collateral.

(f) Buy Collateral, or any part thereof, at any public sale.

(g) Buy Collateral, or any part thereof, at any private sale if any Collateral is of a type customarily sold in a recognized market or is of a type that is the subject of widely distributed standard price quotations.

(h) Apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and Grantor consents to any such appointment.

(i) Comply with any applicable state or federal Law requirement in connection with a disposition of Collateral and such compliance shall not be considered to affect adversely the commercial reasonableness of any sale of Collateral.

(j) Sell Collateral without giving any warranty, with respect to title or any other matter.

(k) Notify (or require Grantor to notify) any and all obligors under any Account, Payment Intangible or other right to payment included in the Collateral of the assignment thereof to the Secured Party under this Agreement and to direct such obligors to make payment of all amounts due or to become due to Grantor thereunder directly to the Secured Party and, upon such notification and at the expense of Grantor and to the extent permitted by law, to enforce collection of any such Account, Payment Intangible or other right to payment and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor could have done. After Grantor receives notice that the Secured Party has given (or after the Secured Party has required Grantor to give) any notice referred to above in this subsection:

(i) all amounts and proceeds (including instruments and writings) received by Grantor in respect of such Account, Payment Intangible or other right to payment shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of Grantor and

shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary indorsement) to be, at the Secured Party's discretion, either:

(A) held as cash collateral and released to Grantor upon the remedy of all Defaults and Events of Default, or

(B) while an Event of Default is continuing, applied as specified in Section 5.3, and

(ii) Grantor shall not adjust, settle or compromise the amount or payment of any such Account, Payment Intangible or other right to payment or release wholly or partly any account debtor or obligor thereof or allow any credit or discount thereon.

(l) To the extent notice of sale shall be required by law with respect to Collateral, at least 10-days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification; provided that, if the Secured Party fails in any respect to give such notice, its liability for such failure shall be limited to the liability (if any) imposed on it by law under the UCC. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

Section 5.3. Application of Proceeds. If an Event of Default shall have occurred and be continuing, any cash held by or on behalf of the Secured Party and all cash proceeds received by or on behalf of the Secured Party in respect of any sale of, collection from, or other realization upon any Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against, any Secured Obligation, in the following manner:

(a) First, paid to the Secured Party for any amounts then owing to the Secured Party pursuant to the Credit Agreement or otherwise under the Loan Documents or that has otherwise been incurred by the Secured Party in connection with the payment or other satisfaction of any Lien, encumbrance or adverse claim upon or against any Collateral or any other action that the Secured Party determines is reasonably appropriate in connection with the preservation or maintenance of the Collateral.

(b) Second, paid to the Secured Party in payment of the Secured Obligations in accordance with the amounts thereof then owing to the Secured Party or as otherwise provided in the Credit Agreement.

(c) Third, any surplus of such cash or cash proceeds held by or on the behalf of the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the applicable Grantor or to whatever Person may be lawfully entitled to receive such surplus.

Section 5.4. Deficiency. If the proceeds of any sale, collection or realization of or upon the Collateral by the Secured Party are insufficient to pay all Secured Obligations and all other amounts to which the Secured Party is entitled, Grantor shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents or (if no interest is so provided) at such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency. Collateral may be sold at a loss to Grantor, and the Secured Party shall have no liability or responsibility to Grantor for such loss. Grantor acknowledges that a private sale may result in less proceeds than a public sale.

Section 5.5. Indemnity and Expenses. In addition to, but not in qualification or limitation of, any similar obligations under other Loan Documents:

(a) Grantors jointly and severally will indemnify the Secured Party and any agent appointed pursuant to Section 5.8 from and against all claims, losses and liabilities growing out of or resulting from this Agreement (including enforcement of this Agreement), **WHETHER OR NOT SUCH CLAIMS, LOSSES AND LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT CAUSED BY OR ARISING OUT OF SUCH INDEMNIFIED PARTY'S OWN NEGLIGENCE OR STRICT LIABILITY**, except to the extent such claims, losses or liabilities are proximately caused by such indemnified party's individual gross negligence or willful misconduct.

(b) Grantors jointly and severally will upon demand pay to the Secured Party the amount of all costs and expenses, including the fees and disbursements of the Secured Party's counsel and of any experts and agents, that the Secured Party may incur in connection with:

(i) the transactions that give rise to this Agreement;

(ii) the preparation of this Agreement and the perfection and preservation of this security interest created under this Agreement;

(iii) the administration of this Agreement;

(iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral;

(v) the exercise or enforcement of any right of the Secured Party hereunder; or

(vi) the failure by any Grantor to perform or observe any of the provisions hereof.

Section 5.6. Non-Judicial Remedies. In granting to the Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, to the extent permitted by applicable Law, Grantor waives, renounces and knowingly relinquishes any legal right that might otherwise require the Secured Party to enforce its rights by judicial process and confirms that such remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. The Secured Party may, however, in its discretion, resort to judicial process.

Section 5.7. Limitation on Duty of the Secured Party in Respect of Collateral. Beyond the exercise of reasonable care in the custody thereof, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party shall be deemed to have exercised reasonable care in the custody of Collateral in its possession if such Collateral is accorded treatment substantially equal to which that it accords its own property, and the Secured Party shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Secured Party in good faith.

Section 5.8. Appointment of Other Agents. At any time, in order to comply with any legal requirement in any jurisdiction, the Secured Party may appoint any bank or trust company or one or more other Persons, either to act as co-agent or co-agents, jointly with the Secured Party, or to act as separate agent or agents on behalf of the Secured Party, with such power and authority as may be necessary for the effective operation of the provisions hereof and may be specified in the instrument of appointment.

ARTICLE VI

Miscellaneous

Section 6.1. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent in the manner provided in the Credit Agreement, if to the Secured Party or to a Grantor that is a party to the Credit Agreement, to the address set forth in the Credit Agreement and, for any other Grantor, to the address specified opposite its name on Schedule 1, or to such other address or to the attention of such other individual as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given as provided in the Credit Agreement for notices given thereunder.

Section 6.2. Amendments and Waivers. Except as provided in Section 6.3, no amendment of this Agreement shall be effective unless it is in writing and signed by Grantor and the Secured Party, and no waiver of this Agreement or consent to any departure by Grantor

herefrom shall be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for that given and to the extent specified in such writing. In addition, all such amendments and waivers shall be effective only if given with the necessary approvals required in the Credit Agreement. No such amendment shall bind any Grantor not a party thereto, but no such amendment with respect to any Grantor shall require the consent of any other Grantor.

Section 6.3. Additional Grantors. Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of Exhibit A:

(a) such Person shall become a Grantor hereunder, each reference in this Agreement and the other Loan Documents to "Grantor" shall also mean and be a reference to such Person, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Person, and

(b) Schedule 2 attached to such security agreement supplement shall be incorporated into and become a part of and supplement Schedule 2 hereto, and the Secured Party may attach such supplemental schedule to such Schedule; and each reference to such Schedule shall mean and be a reference to such Schedule as supplemented pursuant to such supplement.

Section 6.4. Preservation of Rights. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law or otherwise.

Section 6.5. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 6.6. Survival. Each representation and warranty, covenant and other obligation of Grantor herein shall survive the execution and delivery of this Agreement, the execution and delivery of any other Loan Document and the creation of the Secured Obligations.

Section 6.7. Binding Effect and Assignment. This Agreement shall:

(a) be binding on Grantor and its successors and permitted assigns, and

(b) inure, together with all rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns.

Without limiting the generality of the foregoing, the Secured Party may (except as otherwise provided in any Loan Document) pledge, assign or otherwise transfer any right under any Loan Document to any other Person, and such other Person shall thereupon become vested with all benefits in respect thereof granted herein or otherwise. No right or duty of Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party.

Section 6.8. Termination. As and when provided in the Credit Agreement, this Agreement and the security interest created hereby shall terminate, all rights in the Collateral shall revert to Grantors and the Secured Party, at a Grantor's request and at its expense, will:

(i) return to Grantor such of Grantor's Collateral in the Secured Party's possession as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and

(ii) execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

Section 6.9. Security Interest Absolute; Recourse; Waivers.

(a) The obligations of Grantor under or in respect of this Agreement are independent of the Secured Obligations or any other obligation of any other Restricted Person under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against Grantor to enforce this Agreement, irrespective of whether any action is brought against the Borrowers or any other Restricted Person or whether the Borrowers or any other Restricted Person are joined in any such action or actions.

(b) The obligations of Grantor hereunder shall not be affected by:

(i) any voluntary or involuntary liquidation, dissolution, sale of all or substantially all assets, marshalling of assets or liabilities, receivership, conservatorship, assignment for the benefit of creditors, insolvency, bankruptcy, reorganization, arrangement, or composition of any Restricted Person;

(ii) any other proceeding involving any Restricted Person or any asset of any Restricted Person under any law for the protection of debtors; or

(iii) any discharge, impairment, modification, release, or limitation of the liability of, or stay of actions or lien enforcement proceeding against, any Restricted Person, any property of any Restricted Person, or the estate in bankruptcy of any Restricted Person in the course of or resulting from any such proceeding.

(c) No action that the Secured Party may take or omit to take in connection with any Loan Document, any Secured Obligation (or any other indebtedness owing by the Borrowers to the Secured Party), or any collateral security, and no course of dealing between the Secured Party and the Borrowers, any Grantor or any other Person, shall release or diminish Grantor's obligations, liabilities, agreements or duties hereunder, affect this Agreement, or afford Grantor any recourse against the Secured Party, regardless of whether any such action or inaction may increase any risk to or liability of the Secured Party, the Borrowers or any Grantor or increase any risk to or diminish any safeguard of any collateral security.

(d) The liability of Grantor under this Agreement shall be irrevocable, absolute and unconditional irrespective of, and Grantor irrevocably waives any defense that it may now have or hereafter acquire relating to, any or all of the following (and Grantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth below and otherwise in this Agreement are knowingly made in contemplation of such benefits):

(i) Any lack of validity or enforceability of any Loan Document, any agreement or instrument relating thereto, any defense arising by reason of any disability or other defense of any other Person or the cessation from any cause whatsoever of the liability of any other Person.

(ii) Any change in the time, manner or place of payment of, or in any other term of, any Secured Obligation or any other Obligation of any other Restricted Person in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Secured Obligations resulting from the extension of additional credit to any Restricted Person or any of its Subsidiaries or otherwise.

(iii) Any taking, exchange, release or non-perfection of any collateral security, or any taking, release or amendment or waiver of, or consent to departure from any other guaranty of any Secured Obligation.

(iv) Any manner of application of collateral security, or proceeds thereof, to any Secured Obligation, or any manner of sale or other disposition of any collateral security securing any Secured Obligation or any other obligation of any Restricted Person under the Loan Documents or any other asset of any Restricted Person or any of its Subsidiaries and any other obligation to marshall assets.

(v) Any right to require the Secured Party to proceed against any other Person, to exhaust any collateral security for the Secured Obligations, to have any other Person joined with Grantor in any suit arising out of the Secured Obligations or this Agreement or to pursue any other remedy in the Secured Party's power.

(vi) Any change, restructuring or termination of the corporate structure or existence of any Restricted Person or any of its Subsidiaries.

(vii) Any failure of the Secured Party to disclose to any Restricted Person any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Restricted Person now or hereafter known to the Secured Party (each Grantor waiving any duty on the part of the Secured Party to disclose such information).

(viii) Any failure of any other Person to execute or deliver this Agreement, any supplement hereto or any guaranty or other agreement.

(ix) Any release or reduction of the liability of any Grantor or any Grantor or surety with respect to the Secured Obligations or any other compromise or settlement of the Secured Obligations.

(x) Promptness, diligence, notice of acceptance, presentment, demand for performance and notice of acceptance, non-performance, default, intention to accelerate, acceleration, protest or dishonor and, to the extent permitted by Law, any other notice with respect to any Secured Obligation and this Agreement, including notice of acceptance of this Agreement and all rights of Grantor under §34.02 of the Texas Business and Commerce Code, as amended.

(xi) Any requirement that the Secured Party protect, secure, perfect or insure any Lien or any property subject thereto.

(xii) Any right to revoke this Agreement.

(xiii) Any election of remedies by the Secured Party that in any manner impairs, reduces, releases or otherwise adversely affects any collateral security or any subrogation, reimbursement, exoneration, contribution or indemnification right of Grantor or other right of Grantor to proceed against any other Restricted Person, any other Grantor, any other Person or any collateral security.

(xiv) Any right of set-off or counterclaim against or in respect of the Obligations of Grantor hereunder.

(xv) Any neglect, failure or refusal to take any action:

(A) for the collection or enforcement of any Secured Obligation,

(B) to realize on any collateral security,

(C) to enforce any Loan Document,

(D) to file or enforce a claim in any bankruptcy or other insolvency proceeding,

(E) in connection with the administration of any Loan Document, or

(F) otherwise concerning the Secured Obligations or the Loan Documents,

or any delay in taking any such action.

(xvi) The fact that any Grantor may have incurred directly any Secured Obligation or is otherwise primarily liable therefor.

(xvii) Any duty of the Secured Party to disclose to Grantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Restricted Person or any of its Subsidiaries now or hereafter known by the Secured Party.

(xviii) Any defense to the recovery by the Secured Party against Grantor of any deficiency after a non-judicial sale and any defense or benefit that may be afforded by applicable Law (and in that connection Grantor acknowledges that the Secured Party may, without notice to or demand upon Grantor and without affecting the liability of such Grantor under this Agreement, foreclose under any mortgage by non-judicial sale).

(xix) Any statute of limitations applicable to the Secured Obligations.

(xx) To the extent permitted by Law, any other circumstance or any existence of or reliance on any representation by the Secured Party that might otherwise constitute a defense available to, or a discharge of, Grantor, any Restricted Person or any other Grantor or surety.

(xxi) Until all of the Secured Obligations shall have indefeasibly been paid in cash in full:

(A) any right to subrogation;

(B) any right to enforce any remedy that the Secured Party has or may hereafter have against any other Person; and

(C) any benefit of and any right to participate in any other security whatsoever now or hereafter held by the Secured Party.

(e) This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Secured Obligation is rescinded or must otherwise be returned by the Secured Party as a result of the insolvency, bankruptcy or reorganization of any Restricted Person or otherwise, all as though such payment had not been made, and the Grantors will, as their joint and several obligation, pay such amount to the Secured Party on demand. Any transfer by subrogation that is made prior to any such payment shall (regardless of the terms of such transfer) be automatically voided upon the making of any such payment or payments, and all rights so transferred shall thereupon automatically revert to and be vested in the Grantors.

Section 6.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6.11. Final Agreement. This Agreement and the other Loan Documents represent the final agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties hereto. There are no unwritten oral agreements between the parties hereto.

Section 6.12. Counterparts; Facsimile. This Agreement may be separately executed in any number of counterparts, all of that when so executed shall be deemed to constitute one and the same Agreement. This Agreement may be validly delivered by facsimile or other electronic transmission of an executed counterpart of the signature page hereof.

Section 6.13. Acceptance by the Secured Party. By its acceptance of the benefits hereof, the Secured Party shall be deemed to have agreed to be bound hereby and to perform any obligation on their part set forth herein.

Section 6.14. **WAIVER OF JURY TRIAL. GRANTOR IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.**

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the date first-above written.

GRANTORS

CLEAN ENERGY FUELS CORP.

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

BLUE FUELS GROUP L.P.

By: Blue Energy General LLC, its general partner

By: Clean Energy & Technologies LLC, its sole member

By: Clean Energy Fuels Corp., its sole member

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

TRANSTAR ENERGY COMPANY L.P.

By: Blue Energy General LLC, its general partner

By: Clean Energy & Technologies LLC, its sole member

By: Clean Energy Fuels Corp., its sole member

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

CLEAN ENERGY

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

NATURAL FUELS COMPANY, LLC

By: Clean Energy & Technologies LLC, its sole member

By: Clean Energy Fuels Corp., its sole member

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

SCHEDULE 1
to
SECURITY AGREEMENT

Address for Notices and Jurisdiction of Organization

Name of Grantor	Type of Organization	Jurisdiction of Organization	Address for Notices
Clean Energy Fuels Corp.	Corporation	Delaware	3020 Old Ranch Parkway, Suite 200 Seal Beach, California 90740
Clean Energy	Corporation	California	3020 Old Ranch Parkway, Suite 200 Seal Beach, California 90740
Blue Fuels Group L.P.	Limited partnership	Texas	3020 Old Ranch

			Parkway, Suite 200 Seal Beach, California 90740
Natural Fuels Company LLC	Limited liability company	Colorado	3020 Old Ranch Parkway, Suite 200 Seal Beach, California 90740
TranStar Energy Company L.P.	Limited liability company	Texas	3020 Old Ranch Parkway, Suite 200 Seal Beach, California 90740

EXHIBIT A
to
SECURITY AGREEMENT

FORM OF GRANTOR ACCESSION AGREEMENT

, 20

PlainsCapital Bank,
as the Secured Party

_____

_____

Attn: _____

Ladies and Gentlemen:

The undersigned refers to:

(i) the Credit Agreement dated as of August 15, 2008 (as from time to time amended, supplemented or restated, the "Credit Agreement") among Clean Energy Fuels Corp., a Delaware corporation, and Clean Energy, a California corporation, as the Borrowers, and you, as Lender, and

(ii) the Security Agreement dated as of August 15, 2008 (as from time to time amended, supplemented or restated, the "Security Agreement") made by the Grantors from time to time party thereto in your favor.

Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned grants to you a security interest in all of its right, title and interest in and to all of the Collateral of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including the property of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Agreement and the Security Agreement secures the payment of the Secured Obligations. Without limiting the generality of the foregoing, this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by any Restricted Person to the Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Restricted Person.

SECTION 3. Information Relating to the Undersigned. The undersigned is an entity of the type specified on Schedule 1 and is organized under the laws of the jurisdiction specified on Schedule 1 and its address for notices is specified on Schedule 1. Its organizational identification number, if any, is set forth in Schedule 1.

SECTION 4. Supplement to Security Agreement Schedule 2. The undersigned has attached hereto a supplemental Schedule 2 to Schedule 2 to the Security Agreement, and the undersigned certifies, as of the date first-above written, that such supplemental schedule has been prepared by the undersigned in substantially the form of Schedule to the Security Agreement and is true and complete.

SECTION 5. Representations, Warranties, Agreements, Waivers. The undersigned as of the date hereof makes each representation, warranty , agreement (including indemnification agreements), waiver, and acknowledgement set forth in the Security Agreement (as supplemented by the attached supplemental schedules).

SECTION 6. Obligations Under the Security Agreement. As of the date first-above written, the undersigned hereby joins the Security Agreement as a party thereto and as a Grantor thereunder and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Security Agreement. As of the date first-above written, each reference in the Security Agreement to a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the jurisdiction whose laws the Security Agreement provides will govern such agreement.

Very truly yours,

[GRANTOR]

By _____
Name:
Title:

ACCEPTED AND AGREED AS OF THE DATE
FIRST-ABOVE STATED.

PLAINSCAPITAL BANK, as Secured Party

By _____
Name:
Title:

Exhibit 99.15

PLEDGE AGREEMENT

of

CLEAN ENERGY, a California corporation

in favor of

PLAINSCAPITAL BANK

TABLE OF CONTENTS

THIS PLEDGE AGREEMENT is made as of August 15, 2008, by **CLEAN ENERGY,** a California corporation, doing business in Texas as California Clean Energy Corp. ("Grantor"), in favor of **PLAINSCAPITAL BANK,** a Texas state bank (the "Secured Party").

RECITALS

A. Grantor and Clean Energy Fuels Corp., a Delaware corporation, collectively as the borrowers, and the Secured Party, as the lender, are parties to the Credit Agreement of even date herewith (the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Secured Party has agreed to extend credit to Grantor and Clean Energy Fuels Corp.

C. In order to induce the Secured Party to extend such credit, Grantor has agreed to grant to the Secured Party a security interest in the Collateral.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, Grantor agrees as follows:

ARTICLE I

Definitions and References

Section 1.1. Definitions in Credit Agreement. Capitalized terms used herein and not otherwise defined have the respective meanings specified in the Credit Agreement.

Section 1.2. Definitions in the UCC, etc. The following terms have the meanings specified in the UCC:

(a) Investment Property.

(b) Proceeds.

(c) Securities Account.

(d) Security.

(e) Uncertificated Security.

Other terms used in this Agreement that are defined in the UCC and not otherwise defined herein or in the Credit Agreement have the meanings specified in the UCC, unless the context otherwise requires.

Section 1.3. Definitions in this Agreement. The following terms have the following meanings:

"Collateral" means all property described in Section 2.1 in which Grantor has any right, title or interest.

"Company" means Dallas Clean Energy LLC, a Delaware limited liability company.

"Credit Agreement" has the meaning specified in Recital A.

"Grantor" has the meaning specified in the preamble.

"Limited Liability Company Agreement" means the Limited Liability Company Agreement of the Company.

"Pledged Equity" has the meaning specified in Section 2.1(a).

"Secured Obligations" means all Obligations of all Restricted Persons now or hereafter arising under the Loan Documents.

"Secured Party" has the meaning specified in the preamble.

"Securities Act" means the Securities Act of 1933.

"UCC" means the Uniform Commercial Code in effect in the State of Texas from time to time; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 1.4. Rules of Construction; References and Titles. Section 1.3 of the Credit Agreement is incorporated into this Agreement as if fully set forth herein.

ARTICLE II

Security Interest

Section 2.1. Grant of Security Interest. As collateral security for the payment and performance of all Secured Obligations, Grantor pledges, collaterally assigns and grants to the Secured Party a continuing security interest in all right, title and interest of Grantor in and to all of the following property, whether now owned or existing or hereafter acquired or arising, regardless of where located and howsoever Grantor's interests therein arise, whether by ownership, security interest, claim or otherwise:

(a) All Equity Interests listed on Schedule 1, whether such equity is a General Intangible or a security, all Equity Interests that it may acquire in the future that is issued by any Person referred to in Schedule 1 and all Equity Interests that it may hold at any time in the future that is issued any of its Subsidiaries (the "Pledged Equity").

(b) All rights and benefits, but no duty or obligation, of Grantor under all agreements, documents and instruments relating to the Pledged Equity, including all rights under operating, management, partnership and stockholder agreements.

(c) Proceeds of the foregoing.

Section 2.2. Secured Obligations Secured. The security interest created hereby in the Collateral secures the payment and performance of all Secured Obligations.

ARTICLE III

Representations and Warranties

Section 3.1. Representations and Warranties. Grantor represents and warrants to the Secured Party as follows:

(a) Grantor has and will have at all times the right, power and authority to grant to the Secured Party as provided herein a security interest in the Collateral, free and clear of any Lien. This Agreement creates a valid and binding security interest in favor of the Secured Party in the Collateral, securing the Secured Obligations.

(b) With respect to Pledged Equity:

(i) All units and other securities constituting Pledged Equity have been duly authorized and validly issued, are fully paid and non-assessable, and were not issued in violation of the preemptive rights of any Person or of any agreement by which Grantor or any issuer of Pledged Equity is bound.

(ii) All actions required by Section 4.2(a) have been taken with respect to Pledged Equity.

(iii) All documentary, stamp or other taxes or fees owing in connection with the issuance, transfer or pledge of any Pledged Equity (or rights in respect thereof) have been paid.

(iv) Except as set forth in Article XIII of the Limited Liability Company Agreement, no restriction or condition exists with respect to the transfer, voting or capital of any Pledged Equity.

(v) Except as disclosed on Schedule 1, neither Grantor nor any issuer of Pledged Equity has any outstanding subscription agreement, option, warrant or convertible security outstanding or any other right outstanding pursuant to which any Person would be entitled to have issued to it units of ownership interest in any issuer of Pledged Equity.

(vi) Grantor has taken or concurrently herewith is taking all actions necessary to perfect the Secured Party's security interest in Pledged Equity and no other Person has any such registration, filing or notice in effect.

(vii) Schedule 1 correctly and completely reflects all Pledged Equity owned by Grantor as of the date hereof, other than Pledged Equity held for investment purposes, and Schedule 1 accurately sets forth the percentage of each class or series of Equity Interests issued by the issuer of such Pledged Equity that is held by Grantor.

(viii) Schedule 1 sets forth all agreements, including all operating, management, voting and shareholder agreements to which Grantor is a party or by which it is bound and that relate to Pledged Equity and a correct and complete copy of each such Agreement has been delivered to counsel for the Secured Party.

(ix) No issuer of Pledged Equity has made any call for capital that has not been fully paid by Grantor and each other holder of Equity Interests of such issuer.

(x) Neither Grantor nor any other holder of equity issued by any issuer of Pledged Equity is in default under any agreement relating to Pledged Equity.

(xi) Neither the execution, delivery or performance of this Agreement nor the exercise of any right or remedy of the Secured Party hereunder will cause a default under any agreement in respect of Pledged Equity or otherwise adversely affect or diminish any Pledged Equity.

(xii) Grantor's rights under any agreement in respect of Pledged Equity are enforceable in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

(xiii) The Pledged Equity is a General Intangible, not a Security, under the UCC.

(c) The Pledged Equity listed on Schedule 1 constitutes all Equity Interests owned by Grantor in its Subsidiaries as of the date hereof. Grantor has delivered to the Secured Party all certificates evidencing the Pledged Equity, duly indorsed, or accompanied by stock powers duly indorsed, in blank for transfer.

(d) Grantor is a limited liability company organized under the laws of the State of California, which is Grantor's location pursuant to the UCC. Grantor has not conducted business under any name except (i) the name in which it has executed this Agreement, which is the exact name that appears in Grantor's Organizational Documents and (ii) the names set forth on Schedule 1. Grantor's organizational identification number is c1992946.

(e) Grantor has good and marketable title to the Collateral, free and clear of all Liens, except for the security interest created by this Agreement. No effective financing statement or other registration or instrument similar in effect covering any Collateral is on file in any recording office except any that have been filed in favor of the Secured Party relating to this Agreement.

(f) There is no condition precedent to the effectiveness of this Agreement that has not been satisfied or waived.

ARTICLE IV

Covenants

Section 4.1. General Covenants. Grantor will, so long as this Agreement shall be in effect, perform and observe the following:

(a) Without limitation of any other covenant herein, Grantor shall not cause or permit any change in its name, identity or organizational structure, or any change to its jurisdiction of organization, unless Grantor shall have first:

(i) notified the Secured Party of such change at least 30 days prior to the effective date of such change (or such shorter notice as the Secured Party may approve),

(ii) taken all action requested by the Secured Party (under the following subsection (b) or otherwise) for the purpose of further confirming and protecting the Secured Party's security interest and rights under this Agreement and the perfection and priority thereof, and

(iii) if requested by the Secured Party, provided to the Secured Party a legal opinion to the Secured Party's satisfaction confirming that such change shall not adversely affect the Secured Party's security interest and rights under this Agreement or the perfection or priority of such security interest.

In any notice delivered pursuant to this subsection, Grantor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purposes of continuing perfection of the Secured Party's security interest in the Collateral.

(b) Grantor will, at its expense and as from time to time requested by the Secured Party, promptly execute and deliver all further instruments, agreements, filings and registrations, and take all further action, in order:

(i) to confirm and validate this Agreement and the Secured Party's rights and remedies hereunder;

(ii) to correct any error or omission in the description herein of the Secured Obligations or the Collateral or in any other provision hereof;

(iii) to perfect, register and protect the security interest and rights created or purported to be created hereby or to maintain or upgrade in rank the priority of such security interests and rights;

(iv) to enable the Secured Party to exercise and enforce its rights and remedies hereunder; or

(v) otherwise to give the Secured Party the full benefits of the rights and remedies described in or granted under this Agreement.

As part of the foregoing, Grantor will, whenever requested by the Secured Party:

(A) execute and file any financing statement, continuation statement or other filing or registration relating to the Secured Party's security interest and rights hereunder, and any amendment thereto, and

(B) mark its books and records relating to any Collateral to reflect that such Collateral is subject to this Agreement and the security interests hereunder.

(c) Grantor will:

(i) Maintain good and marketable title to all Collateral, free and clear of all Liens except for the security interest created by this Agreement, and not grant or allow any such Lien to exist.

(ii) Not allow to remain in effect, and cause to be terminated, any financing statement or other registration or instrument similar in effect covering any Collateral, except any that has been filed in favor of the Secured Party relating to this Agreement.

(iii) Defend the Secured Party's right, title and special property and security interest in and to the Collateral against the claims of any Person.

(d) Grantor shall not take any action that would, or fail to take any action if such failure would, impair the enforceability, perfection or priority of the Secured Party's security interest in any Collateral.

Section 4.2. Covenants Relating Specifically to the Nature of the Collateral. Grantor will, for so long as any Secured Obligation is outstanding, perform and observe the following:

(a) (i) If Grantor shall at any time hold or acquire any certificated Security evidencing Collateral, Grantor will forthwith endorse, assign, and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

(ii) If any Pledged Equity is an Uncertificated Security and is issued to Grantor or its nominee directly by the issuer thereof, Grantor will immediately notify the Secured Party of such issuance and, pursuant to an agreement in form and substance satisfactory to the Secured Party, cause the issuer thereof to agree to comply with instructions from the Secured Party as to such Security, without further consent of Grantor or such nominee, or take such other action as the Secured Party may approve in order to perfect the Secured Party's security interest in such Security.

(iii) If any Pledged Equity is held by Grantor or its nominee through a securities intermediary, Grantor will immediately notify the Secured Party thereof, and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either:

(A) cause such securities intermediary to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other Investment Property, in each case without further consent of Grantor or such nominee, or

(B) in the case of financial assets or other Investment Property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such Investment Property, with Grantor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such Investment Property.

Subsections (A) and (B) above shall not apply to any financial asset credited to a Securities Account for which the Secured Party is the securities intermediary or commodity intermediary.

(iv) Grantor shall not permit any Pledged Equity that is an equity interest in a limited liability company or a limited partnership and that is a General Intangible to become Investment Property unless it shall have given the Secured Party at least 30-days' prior notice (or such shorter notice as the Secured Party may approve) and shall have taken such steps as the Secured Party shall request in connection with the perfection or priority of the Secured Party's security interest therein as provided in subsections (i), (ii) and (iii) above.

(v) Grantor shall not:

(A) adjust, settle, compromise, amend or modify any right in respect of any Pledged Equity or any agreement relating thereto;

(B) permit the creation of any additional equity interest in any issuer of Pledged Equity, unless immediately upon creation the same is pledged to the Secured Party pursuant hereto to the extent necessary to give the Secured Party a first-priority security interest in such Pledged Equity after such creation that is in the aggregate at least the same percentage of such Pledged Equity as was subject hereto before such issue, whether such additional interest is presently vested or will vest upon the payment of money or the occurrence or nonoccurrence of any other condition; or

(C) enter into any agreement, other than the Loan Documents, creating, or otherwise permit to exist, any restriction or condition upon the transfer or exercise of any rights in respect of any Pledged Equity, including any restriction or condition upon the transfer, voting or control of any Pledged Equity.

(b) If Grantor shall acquire at any time any additional Equity constituting Collateral, Grantor shall promptly notify the Secured Party in writing of the details thereof and execute and deliver to the Secured Party a supplement to Schedule 1 listing such Equity, which supplement shall take effect without further action on the part of any party hereto or beneficiary hereof.

ARTICLE V

Voting and Distribution Rights in Respect Of Pledged Equity

Section 5.1. Voting Rights. Grantor shall be entitled to exercise all voting and other consensual rights pertaining to the Pledged Equity or any part thereof for any purpose; provided that Grantor shall not exercise or refrain from exercising any such right if such action would have a material adverse effect on the value of any Pledged Equity or on the Secured Party's security interest or the value thereof; and provided further that, upon the occurrence and during the continuance of an Event of Default, upon notice from the Secured Party to Grantor, all rights to exercise or refrain from exercising the voting and other consensual rights that Grantor would otherwise be entitled to exercise shall cease and all such rights shall thereupon become vested in the Secured Party, which thereupon shall have the sole right to exercise or refrain from exercising such voting and other consensual rights.

Section 5.2. Distribution Rights While No Event of Default Exists. Provided no Event of Default exists, Grantor shall be entitled to receive and retain all distributions paid in respect of the Pledged Equity if and to the extent that the payment thereof is not otherwise prohibited by the Loan Documents; provided that:

(a) all interest and other distributions paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Equity;

(b) all other distributions paid or payable in cash in respect of any Pledged Equity in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus; and

(c) all cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Equity, shall be, and shall be forthwith delivered to the Secured Party to hold as Collateral and shall, if received by Grantor, be received in trust for the benefit of the Secured Party, be segregated from the other property or funds of Grantor and be forthwith delivered by Grantor to the Secured Party as Pledged Equity in the same form as so received (with any necessary indorsement).

Section 5.3. Actions by Secured Party. The Secured Party will execute and deliver (or cause to be executed and delivered) to Grantor all such proxies and other instruments as Grantor may reasonably request for the purpose of enabling Grantor to exercise the voting and other rights that it is entitled to exercise pursuant to Section 5.1 above and to receive the interest payments that it is authorized to receive and retain pursuant to Section 5.2 above.

Section 5.4. Rights While an Event of Default Exists. Upon the occurrence and during the continuance of an Event of Default:

(a) All rights of Grantor to receive the distributions that it would otherwise be authorized to receive and retain pursuant to Section 5.2 shall automatically cease, and all such rights shall thereupon become vested in the Secured Party, which shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Pledged Equity such distributions.

(b) All distributions that are received by Grantor contrary to subsection (a) above shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Secured Party as Pledged Equity in the same form as so received (with any necessary indorsement).

ARTICLE VI

Remedies, Powers and Authorizations

Section 6.1. Normal Provisions Concerning the Collateral.

(a) Grantor irrevocably authorizes the Secured Party at any time and from time to time to file, without the signature of Grantor, in any jurisdiction any amendments to existing financing statements and any initial financing statements and amendments thereto that:

(i) indicate the nature of the Collateral;

(ii) contain any other information required for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor; and

(iii) properly effectuate the transactions described in the Loan Documents, as determined by the Secured Party in its discretion.

Grantor will furnish any such information to the Secured Party promptly upon request. A carbon, photographic or other reproduction of this Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction by the Secured Party. Grantor ratifies and approves all financing statements heretofore filed by or on behalf of the Secured Party in any jurisdiction in connection with the transactions contemplated hereby.

(b) Grantor appoints the Secured Party as Grantor's attorney in fact and proxy, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement including any action or instrument:

(i) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral;

(ii) to receive, indorse and collect any drafts or other Instruments or Documents;

(iii) to enforce any obligations included in the Collateral; and

(iv) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of Grantor or the Secured Party with respect to any Collateral.

Such power of attorney and proxy are coupled with an interest, are irrevocable, and are to be used by the Secured Party for its sole benefit.

(c) If Grantor fails to perform any agreement or obligation contained herein, the Secured Party may, but shall have no obligation to, itself perform, or cause performance of, such agreement or obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantor under Section 6.6.

(d) If any Collateral in which Grantor has granted a security interest hereunder is at any time in the possession or control of any warehouseman, bailee or any of Grantor's agents, Grantor shall, upon the request of the Secured Party, notify such warehouseman, bailee or agent of the Secured Party's rights hereunder and instruct such Person to hold all such Collateral for the Secured Party's account subject to the Secured Party's instructions. No such request by the Secured Party shall be deemed a waiver of any provision hereof that was otherwise violated by such Collateral being held by such Person prior to such instructions by Grantor.

(e) Grantor hereby authorizes and directs Company to register Grantor's pledge to Secured Party of the Collateral on the books of Company and, following written notice to do so by Secured Party after the occurrence of an Event of Default, to make direct payment to Secured Party of any amounts due or to become due to Grantor with respect to the Collateral. Any moneys received by Secured Party shall be applied to the Obligations in such order and manner of application as Secured Party may from time to time determine in its sole discretion.

(f) Anything herein to the contrary notwithstanding:

(i) Grantor shall remain liable to perform all duties and obligations under the agreements included in the Collateral to the same extent as if this Agreement had not been executed.

(ii) The exercise by the Secured Party of any right hereunder shall not release Grantor from any duty or obligation under any agreement included in the Collateral.

(iii) The Secured Party shall not have any obligation or liability under the agreements in respect of the Collateral by reason of this Agreement or any other Loan Document, nor shall the Secured Party be obligated to perform any duty or obligation of Grantor thereunder or take any action to collect or enforce any claim for payment assigned hereunder.

Section 6.2. Event of Default Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party may from time to time in its discretion, without limitation and without notice except as expressly provided below:

(a) Exercise in respect of the Collateral, in addition to any other right and remedy provided for herein, under the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and any other applicable law.

(b) Require Grantor to, and Grantor will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it (together with all books, records and information of Grantor relating thereto) available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.

(c) Prior to the disposition of any Collateral:

(i) to the extent permitted by applicable Law, enter, with or without process of law and without breach of the peace, any premises where any Collateral is or may be located, and without charge or liability to the Secured Party seize and remove such Collateral from such premises;

(ii) have access to and use the Company's books, records, and information relating to the Collateral; and

(iii) store or transfer any Collateral without charge in or by means of any storage or transportation facility owned or leased by Grantor, process, repair or recondition any Collateral or otherwise prepare it for disposition in any manner and to the extent the Secured Party deems appropriate and, in connection with such preparation and disposition, use without charge any copyright, trademark, trade name, patent or technical process used by Grantor.

(d) Reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest created hereby by any available judicial procedure.

(e) Dispose of, at its office, on the premises of Grantor or elsewhere, any Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (but that the sale of any Collateral shall not exhaust the Secured Party's power of sale, and sales may be made from time to time, and at any time, until all of the Collateral has been sold or until the Secured Obligations have been paid and performed in full), and at any such sale it shall not be necessary to exhibit any Collateral.

(f) Buy Collateral, or any part thereof, at any public sale.

(g) Buy Collateral, or any part thereof, at any private sale if any Collateral is of a type customarily sold in a recognized market or is of a type that is the subject of widely distributed standard price quotations.

(h) Apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and Grantor consents to any such appointment.

(i) Comply with any applicable state or federal Law requirement in connection with a disposition of Collateral and such compliance shall not be considered to affect adversely the commercial reasonableness of any sale of Collateral.

(j) Sell Collateral without giving any warranty with respect to title or any other matter and for cash, on credit or for non-cash consideration as the Secured Party determines is appropriate.

(k) To the extent notice of sale shall be required by law with respect to Collateral, at least 10-days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification; provided that, if the Secured Party fails in any respect to give such notice, its liability for such failure shall be limited to the liability (if any) imposed on it by law under the UCC. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

Section 6.3. Application of Proceeds. If an Event of Default shall have occurred and be continuing, any cash held by or on behalf of the Secured Party and all cash proceeds received by or on behalf of the Secured Party in respect of any sale of, collection from, or other realization upon any Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against, any Secured Obligation, in the following manner:

(a) First, paid to the Secured Party for any amounts then owing to the Secured Party pursuant to the Credit Agreement or otherwise under the Loan Documents or that has otherwise been incurred by the Secured Party in connection with the payment or other satisfaction of any Lien, encumbrance or adverse claim upon or against any Collateral or any other action that the Secured Party determines is reasonably appropriate in connection with the preservation or maintenance of the Collateral.

(b) Second, paid to the Secured Party in payment of the Secured Obligations.

(c) Third, any surplus of such cash or cash proceeds held by or on the behalf of the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whatever Person may be lawfully entitled to receive such surplus.

Section 6.4. Deficiency. Collateral may be sold at a loss to Grantor, and the Secured Party shall have no liability or responsibility to Grantor for such loss. Grantor acknowledges that a private sale may result in less proceeds than a public sale.

Section 6.5. Private Sales of Pledged Equity. The Secured Party may deem it impracticable to effect a public sale of any Pledged Equity and may determine to make one or more private sales of such Pledged Equity to a restricted group of purchasers that will be obligated to agree, among other things, to acquire the same for their own account, for investment and not with a view to the distribution or resale thereof. Any such private sale may be at a price and on other terms less favorable to the seller than the price and other terms that might have been

obtained at a public sale. Any such private sale nevertheless shall be deemed to have been made in a commercially reasonable manner, and the Secured Party shall have no obligation to delay sale of any such Pledged Equity for the period of time necessary to permit their registration for public sale under the Securities Act. Any offer to sell any such Collateral that has been:

(i) publicly advertised on a *bona-fide* basis in a newspaper or other publication of general circulation in the financial community of Dallas, Texas (to the extent that such an offer may be so advertised without prior registration under the Securities Act), or

(ii) made privately in the manner described above to not less than 15 *bona-fide* offerees,

shall be deemed to involve a "public disposition" under Section 9-610(c) of the UCC, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and the Secured Party may bid for such Collateral.

Section 6.6. Indemnity and Expenses. In addition to, but not in qualification or limitation of, any similar obligations under other Loan Documents:

(a) Grantor will indemnify the Secured Party and any agent appointed pursuant to Section 6.9 from and against all claims, losses and liabilities growing out of or resulting from this Agreement (including enforcement of this Agreement), **WHETHER OR NOT SUCH CLAIMS, LOSSES AND LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT CAUSED BY OR ARISING OUT OF SUCH INDEMNIFIED PARTY'S OWN NEGLIGENCE OR STRICT LIABILITY**, except to the extent such claims, losses or liabilities are proximately caused by such indemnified party's individual gross negligence or willful misconduct.

(b) Grantor will upon demand pay to the Secured Party the amount of all costs and expenses, including the fees and disbursements of the Secured Party's counsel and of any experts and agents, that the Secured Party may incur in connection with:

(i) the transactions that give rise to this Agreement;

(ii) the preparation of this Agreement and the perfection and preservation of this security interest created under this Agreement;

(iii) the administration of this Agreement;

(iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral;

(v) the exercise or enforcement of any right of the Secured Party hereunder; or

(vi) the failure by Grantor to perform or observe any of the provisions hereof.

Section 6.7. Non-Judicial Remedies. In granting to the Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, to the extent permitted by applicable Law, Grantor waives, renounces and knowingly relinquishes any legal right that might otherwise require the Secured Party to enforce its rights by judicial process and confirms that such remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. The Secured Party may, however, in its discretion, resort to judicial process.

Section 6.8. Limitation on Duty of the Secured Party in Respect of Collateral. Beyond the exercise of reasonable care in the custody thereof, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party shall be deemed to have exercised reasonable care in the custody of Collateral in its possession if such Collateral is accorded treatment substantially equal to which that it accords its own property, and the Secured Party shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Secured Party in good faith.

Section 6.9. Appointment of Other Agents. At any time, in order to comply with any legal requirement in any jurisdiction, the Secured Party may appoint any bank or trust company or one or more other Persons, either to act as co-agent or co-agents, jointly with the Secured Party, or to act as separate agent or agents on behalf of the Secured Party, with such power and authority as may be necessary for the effective operation of the provisions hereof and may be specified in the instrument of appointment.

ARTICLE VII

Miscellaneous

Section 7.1. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent in the manner provided in the Credit Agreement, or to such other address or to the attention of such other individual as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given as provided in the Credit Agreement for notices given thereunder.

Section 7.2. Amendments and Waivers. Except as provided in Section 4.2(b) or 7.3, no amendment of this Agreement shall be effective unless it is in writing and signed by Grantor and the Secured Party, and no waiver of this Agreement or consent to any departure by Grantor herefrom shall be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for that given and to the extent specified in such writing. In addition, all such amendments and waivers shall be effective only if given with the necessary approvals required in the Credit Agreement.

Section 7.3. Preservation of Rights. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law or otherwise.

Section 7.4. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.5. Survival. Each representation and warranty, covenant and other obligation of Grantor herein shall survive the execution and delivery of this Agreement, the execution and delivery of any other Loan Document and the creation of the Secured Obligations.

Section 7.6. Binding Effect and Assignment. This Agreement shall:

(a) be binding on Grantor and its successors and permitted assigns, and

(b) inure, together with all rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns.

Without limiting the generality of the foregoing, the Secured Party may (except as otherwise provided in any Loan Document) pledge, assign or otherwise transfer any right under any Loan Document to any other Person, and such other Person shall thereupon become vested with all benefits in respect thereof granted herein or otherwise. No right or duty of Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party.

Section 7.7. Release of Collateral; Termination.

(a) Upon any sale, lease, transfer or other disposition of any Collateral of Grantor in accordance with the Loan Documents, the Secured Party will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the release of such Collateral from the assignment and security interest granted hereby; provided that:

(i) at the time of such request and such release no Default shall have occurred and be continuing,

(ii) Grantor shall have delivered to the Secured Party, at least 10 Business Days prior to the date of the proposed release (or by such lesser notice as the Secured Party may approve), a written request for release describing the item of Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Secured Party and a certificate of Grantor to the effect that the transaction is in compliance with the Loan Documents and such other matters as the Secured Party may request, and

(iii) if any Loan Document provides for any application of the proceeds of any such sale, lease, transfer or other disposition, or any payment to be made, in connection therewith, such proceeds shall have been applied or payment made as provided therein.

(b) Upon, and only upon the indefeasible payment and satisfaction in full in cash of the Secured Obligations, this Agreement and the security interest created hereby shall terminate, all rights in the Collateral shall revert to Grantors and the Secured Party, at a Grantor's request and at its expense, will:

(i) return to Grantor such of Grantor's Collateral in the Secured Party's possession as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and

(ii) execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

Notwithstanding the foregoing, Section 6.6 shall survive the termination of this Agreement.

(c) No Grantor is authorized to file any financing statement or amendment or termination statement with respect to any financing statement originally filed in connection with this Agreement without the prior written consent of the Secured Party, subject to Grantor's rights under Sections 9-509(d)(2) and 9-518 of the UCC.

Section 7.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 7.9. Final Agreement. This Agreement and the other Loan Documents represent the final agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties hereto. There are no unwritten oral agreements between the parties hereto.

Section 7.10. Facsimile. This Agreement may be validly delivered by facsimile or other electronic transmission of an executed counterpart of the signature page hereof.

Section 7.11. Acceptance by the Secured Party. By its acceptance of the benefits hereof, the Secured Party shall be deemed to have agreed to be bound hereby and to perform any obligation on its part set forth herein.

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the date first-above written.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE OF GRANTOR TO

CLEAN ENERGY, a California limited liability company

By: /s/ Richard R. Wheeler
Name: Richard R. Wheeler
Title: Chief Financial Officer

SCHEDULE 1
to
PLEDGE AGREEMENT

EQUITY AND RELATED MATTERS

Section Cross Reference		
2.1(a) 3.1(b)(vii)	Description of Pledged Equity:	70% member interest in Dallas Clean Energy LLC, a Delaware limited liability company
3.1(b)(viii)	Description of agreements relating to Pledged Equity	Limited Liability Company Agreement dated August 15, 2008 (describe any applicable amendments/merger documents for accuracy)
3.1(b)(v)	Outstanding subscription agreement, option, warrant or convertible security outstanding or any other right outstanding pursuant to which any Person would be entitled to have issued to it units of ownership interest in any issuer of Pledged Equity	None
3.1(d)	DBA information:	Clean Energy Fuels Corp.: AZ, CO, GA, IN, MD, NV, NJ, NM, NY, VA and WA California Clean Energy: NH California Clean Energy Corp.: TX

NOTICE OF PLEDGE

TO: DALLAS CLEAN ENERGY LLC (the "**Company**")

Notice is hereby given that, pursuant to a Pledge Agreement of even date with this Notice (the "**Agreement**"), from the undersigned (the "**Grantor**"), to **PLAINSCAPITAL BANK** ("**Secured Party**"), Grantor has pledged and assigned to Secured Party and granted to Secured Party a continuing first priority security interest in, all of its right, title and interest, whether now existing or hereafter arising our acquired, in, to, and under the Collateral. Capitalized terms used herein and not otherwise defined have the respective meanings specified in the Agreement.

Pursuant to the Agreement, the Company is hereby authorized and directed, and Company hereby agrees, to:

(i) register on its books Grantor's pledge to Secured Party of the Collateral; and

(ii) upon the occurrence of an Event of Default (as defined in the Credit Agreement) (or prior thereto, as may be required under the Agreement) make direct payment to Secured Party of any amounts due or to become due to Grantor that are attributable, directly or indirectly, to Grantor's ownership of the Collateral.

(a) Grantor hereby directs Company to, and Company hereby agrees to, comply with instructions originated by the Secured Party with respect to the Collateral without further consent of the Grantor. It is the intention of the foregoing to grant "control" to Secured Party within the meaning of Articles 8 and 9 of the UCC, to the extent the same may be applicable to the Collateral.

(b) Grantor hereby directs Company, and Company hereby agrees, (i) not to take any action to cause any membership interest of the Collateral to be or become a "security" within the meaning of, or to be governed by, Article 8 (Investment Securities) of the UCC as in effect under the laws of any state having jurisdiction, and (ii) not to "opt in" or to take any other action seeking to establish any membership interest of the Collateral as a "security" and (iii) not to certificate any membership interest of the Collateral.

Grantor hereby requests the Company to indicate its acceptance of this Notice and consent to and confirmation of its terms and provisions by signing a copy of this Notice where indicated below and returning it to Secured Party.

Dated as of August 15, 2008.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SIGNATURE PAGE TO NOTICE OF PLEDGE

CLEAN ENERGY, a California corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT PAGE TO NOTICE OF PLEDGE

ACKNOWLEDGED effective as of the date of the Notice of Pledge to which this Acknowledgment Page is attached.

DALLAS CLEAN ENERGY LLC, a Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit 99.16

Press Release Source: Clean Energy Fuels Corp.

Clean Energy Fuels Acquires Texas Landfill Gas Plant to Produce Renewable Gas
Monday August 18, 8:30 am ET

SEAL BEACH, Calif.—(BUSINESS WIRE)—Clean Energy Fuels Corp. (Nasdaq: CLNE - News) has acquired Dallas Clean Energy LLC (DCE) for approximately $19.1 million in cash from Camco International Ltd, a Jersey-based company focused on developing projects and strategies to reduce carbon emissions. Clean Energy has partnered in acquiring and operating the project with Cambrian Energy, a leading landfill gas project development and management company, which owns 30% of DCE.

Dallas Clean Energy owns the McCommas Bluff landfill gas processing plant — the third largest landfill gas operation in the United States. The landfill, owned by the City of Dallas, opened in 1975 and is scheduled to close in 2042. It is estimated that pipeline quality methane gas will continue to be produced for approximately 30 years after the landfill closes.

Clean Energy entered into a $30 million credit facility with PlainsCapital Bank in Dallas, Texas in order to finance the acquisition and anticipated future capital improvements at the landfill.

Atmos Energy Pipeline Company distributes the gas collected from the landfill facility.

“This is a major strategic action for Clean Energy, enabling our company to participate in using renewable biogas introduced into the pipeline system for our account along with traditional natural gas,” said Andrew Littlefair, Clean Energy’s President and CEO. “Use of biogas as a vehicle fuel has enormous potential to both reduce carbon emissions and reduce our dependence on foreign oil by displacing the use of petroleum fuel. Through developing biogas resources, we hope to create programs that will enable our customers to reduce their carbon emissions, lower their costs and increase the Green value of their operations by fueling natural gas vehicles with renewable biogas.”

“Refuse companies, in particular, are seeking our help in making the connection between the methane gas from their landfills and its use for transportation fuel for their truck fleets,” he added.

Clean Energy is the leading provider of natural gas (CNG and LNG) for transportation in North America. It has a broad customer base in the refuse, transit, ports, shuttle, taxi, trucking, airport and municipal fleet markets, fueling more than 14,000 vehicles daily at strategic locations across the United States and Canada. Clean Energy del Peru, Clean Energy’s Peruvian joint venture, operates the world’s largest natural gas vehicle fueling station in Lima, Peru. Information at: **www.cleanenergyfuels.com**

Cambrian Energy is a leading landfill gas and biogas development and management company. During its 28 years in business, Cambrian Energy has successfully developed more than 50 projects that convert landfill gas or digester gas to commercially useful renewable energy, including 3 other Renewable Natural Gas projects. Information at: www.cambrianenergy.com

The Camco Group is a leading climate change business in the growing carbon and sustainable energy markets. It offers a full range of carbon-related services to public and private organizations worldwide. The Group has a 20-year track record and manages one of the world’s largest carbon credit portfolios. Information at: www.camcoglobal.com

Forward-Looking Statements This news release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 that involve risks, uncertainties and assumptions. Actual results and the timing of events could differ materially from those anticipated in these forward-looking statements, including anticipated gas production from the landfill and the timeline for increasing the production levels, the gas reserves in the landfill, and the potential for fueling customers’ vehicles with landfill gas. The forward-looking statements made herein speak only as of the date of this press release and the company undertakes no obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances.

Contact:

Clean Energy Fuels Corp.
News Media
Christine Thomas, 310-559-4955 x103
cthomas@cleanenergyfuels.com
or
Investors
Ina McGuinness, 310-954-1100

Source: Clean Energy Fuels Corp.