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): **October 14, 2014**

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.)

4675 MacArthur Court, Suite 800, Newport Beach, California	**92660**
(Address of Principal Executive Offices)	Zip Code

(949) 437-1000
(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.

On October 14, 2014 (the "Closing Date"), Clean Energy ("Clean Energy"), a wholly owned subsidiary of Clean Energy Fuels Corp. (the "Registrant"), entered a Common Unit Purchase Agreement ("UPA") with NG Advantage, LLC (the "Company") and the other investors named therein. The Company is engaged in the business of transporting compressed natural gas ("CNG") in high-capacity trailers to large industrial and institutional energy users, such as hospitals, food processors, manufacturers and paper mills, which do not have direct access to natural gas pipelines.

Under the terms of the UPA, Clean Energy purchased common units of the Company representing a majority interest in the Company for $37,650,296 (the "Purchase Price"). $18,999,996 of the Purchase Price was paid in cash on or before the Closing Date and the remaining $18,650,300 of the Purchase Price was paid in the form of an unsecured promissory note issued by Clean Energy (the "Unit Note"). The UPA provides that the Company will, subject to certain limitations, indemnify Clean Energy for damages and losses incurred or suffered by Clean Energy as a result of, among other things, breaches of the Company's representations, warranties and covenants contained in the UPA.

The principal amount of the Unit Note is payable by Clean Energy in two payments as follows: (i) $3,000,000 is due no later than January 13, 2015 and (ii) the remaining $15,650,300 is due no later than April 1, 2015. The Unit Note does not bear interest.

In addition, on the Closing Date, Clean Energy and the Company entered a purchase agreement (the "Purchase Agreement") pursuant to which Clean Energy purchased all of the Company's right, title and interest in and to a CNG station located in Milton, Vermont (the "Station") for $9,000,000 (the "Station Price"). $7,200,000 of the Station Price was paid in cash on the Closing Date and the remaining $1,800,000 of the Station Price was paid in the form of an unsecured promissory note issued by Clean Energy (the "Station Note"). The Purchase Agreement provides that the Company will, subject to certain limitations, indemnify Clean Energy for damages and losses incurred or suffered by Clean Energy as a result of, among other things, breaches of the Company's representations, warranties and covenants contained in the Purchase Agreement.

The principal amount of the Station Note is payable by Clean Energy on the date the Company completes certain upgrade work to the Station (the "Upgrade Work"), which the Lease (as defined below) provides must be completed, subject to certain exceptions, on or before April 30, 2015. The Station Note does not bear interest.

The Company intends to use the proceeds it will receive under the UPA and the Purchase Agreement primarily for general working capital purposes, including funding capital expenditures and the expansion and growth of its business.

On the Closing Date and immediately following the consummation of Clean Energy's purchase of the Station, Clean Energy and the Company entered a lease agreement ("Lease") pursuant to which Clean Energy leased the Station to the Company. The Lease has an initial term of seven years and is renewable at the Company's option for two additional seven-year terms. The initial base rent under the Lease is $84,000 per month and increases to $105,000 per month in the first month following the date the Company completes the Upgrade Work to the Station. The Company has an option to repurchase the Station at the conclusion of the initial term or, if any, the first renewal term under the Lease, in each case for an amount equal to the then-applicable fair market value of the Station.

In connection with Clean Energy's purchase of the common units of the Company, the following additional terms were agreed to among Clean Energy, the Company and the Company's other members:

- From and after the Closing Date, the Company will be managed by a Board of Managers consisting of seven managers. So long as Clean Energy owns at least 42.9% of the Company's outstanding equity, it is entitled to elect three managers. Further, so long as Clean Energy owns at least 50.1% of the Company's outstanding equity, it is entitled to nominate one additional manager, provided that such person may not be an employee of Clean Energy.

- In the event the Company issues equity upon the exercise or conversion of certain securities outstanding or reserved as of the Closing Date, the Company will automatically and at no additional cost to Clean Energy issue to Clean Energy such number of additional common units to maintain Clean Energy's ownership of at least 50.1% of the Company's then-outstanding equity (or such other percentage of the Company's common units owned by Clean Energy immediately prior to the issuance of such securities).

- Under certain circumstances, Clean Energy will vote its common units in favor of a qualified initial public offering of the Company ("QIPO"). A QIPO shall be deemed to occur at (i) an underwritten public offering of the Company's common units in which the common units are listed on Nasdaq or the New York Stock Exchange, (ii) the low end of the initial public offering marketing range price per common unit as indicated by an independent investment bank is at least equal to or above $30.52, (iii) the aggregate gross proceeds of such offering to the Company are not less than $60,000,000, and (iv) subject to certain customary exceptions, the common units are freely tradable. Alternatively, in the event the Company has been provided a QIPO pricing range (the "QIPO Range"), Clean Energy will have the right to acquire all of the common units of the Company it does not then own at a price per unit equal to the mid-point of the QIPO Range.

- Under certain circumstances, Clean Energy will vote its common units in favor of a sale of the Company if the per common unit price of the consideration to be received in such transaction is at least $45.78 ("Threshold Amount"). Alternatively, in the event the Company determines to pursue a sale transaction, Clean Energy may request that the Company engage independent investment banks to value the Company on a going concern basis (the "Valuation"), and if the Valuation is equal to an amount that would result in payment per common unit of at least the Threshold Amount in the event of a sale of the Company at the amount of the Valuation, then Clean Energy would have the right to acquire all of the common units of the Company it does not then own at a price per unit equal to 110% of the price per unit implied by the Valuation.

The foregoing descriptions of the UPA, Unit Note, Purchase Agreement, Station Note and Lease do not purport to be complete and are qualified in their entirety by the complete versions of such documents, copies of which are attached as exhibits to this Current Report on Form 8-K and incorporated herein by reference. The Registrant issued a press release on October 15, 2014 regarding its investment in the Company and purchase and lease of the Station, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 2.02. Results of Operations and Financial Condition.

On October 15, 2014, the Registrant issued a press release announcing, among other things, that it delivered 50.6 million CNG gallons in its third quarter ended September 30, 2014. A copy of the Registrant's press release containing this information is being furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished pursuant to this Item 2.02, including Exhibit 99.1, shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") and will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, or the Exchange Act, except to the extent that the Registrant specifically incorporates it by reference.

The information furnished in this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to constitute an admission that such information or exhibit is required to be furnished pursuant to Regulation FD or that such information or exhibit contains material information that is not otherwise publicly available. In addition, the Registrant does not assume any obligation to update such information or exhibit in the future.

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

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated in this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
4.13	Promissory Note in the principal amount of $18,650,300 issued by Clean Energy on October 14, 2014.
4.14	Promissory Note in the principal amount of $1,800,000 issued by Clean Energy on October 14, 2014.
10.94	Form of Common Unit Purchase Agreement dated October 14, 2014, among NG Advantage, LLC, Clean Energy and the other investors named therein.
10.95	Purchase Agreement dated October 14, 2014, between Clean Energy and NG Advantage, LLC.

10.96	Lease dated October 14, 2014, between Clean Energy and NG Advantage, LLC.
99.1	Press Release issued by Clean Energy Fuels Corp., dated October 15, 2014.

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: October 15, 2014

Clean Energy Fuels Corp.

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

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THIS NOTE MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

PROMISSORY NOTE

$18,650,300.00 October 14, 2014

FOR VALUE RECEIVED, Clean Energy, a California corporation ("***CLNE***") promises to pay to NG Advantage LLC, a Delaware limited liability company ("***NGA***"), or its permitted assigns, in lawful money of the United States of America the principal sum of $18,650,300.00 or such lesser amount as shall equal the outstanding principal amount hereof, as provided in this Promissory Note (the "***Note***").

The following is a statement of the rights of NGA and the conditions to which this Note is subject, and to which NGA, by the acceptance of this Note, agrees:

1. ***Definitions***. As used in this Note, the following capitalized terms have the following meanings:

"**Event of Default**" has the meaning given in Section 3 hereof.

"**NGA**" shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the registered holder of this Note.

"**Person**" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

"***Purchase Agreement***" shall mean that certain Common Unit Purchase Agreement dated October 14, 2014 between NGA and the investors listed on the schedule of investors thereto.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

2. ***Payments***.

(a) *No Interest.* The unpaid principal amount of this Note will not bear interest.

(b) *Payments*. The principal amount of this Note will be payable in two payments as follows: (i) a payment in the aggregate principal amount of $3,000,000.00, which will be due no later than January 13, 2015, and (ii) one or more payments of the remaining aggregate principal amount of $15,650,300.00 or such lesser amount as shall equal the outstanding principal amount hereunder, which will be due no later than April 1, 2015 (each, a "***Payment Date***"). Notwithstanding the foregoing

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scheduled Payment Dates, CLNE may prepay all or any part of the unpaid principal under this Note upon two business days' prior written notice to NGA, and the date on which any such prepayment is made shall be a Payment Date hereunder.

(c) *Right of Offset*. If any representation or warranty made by NGA pursuant to Section 3 of the Purchase Agreement shall fail to be true and correct resulting in a Material Adverse Effect (as defined in the Purchase Agreement), CLNE shall have the right to offset any damages or costs CLNE suffers or incurs by reason of such breach of the representations and warranties made by NGA pursuant to the Purchase Agreement against its payments of the outstanding principal amount due under this Note. Nothing in this Section 2(c) shall limit CLNE's remedies under the Purchase Agreement.

(d) *Receipt of Units Upon Payment*. Upon the receipt of a payment on each Payment Date, CLNE shall receive a number of the Common Units of NGA (the "***Common Units***") equal to the aggregate principal amount of this Note repaid on such Payment Date divided by $15.26, rounded down to the nearest whole unit and NGA shall thereupon update its unit ledger and all other applicable books and records to reflect the issuance to CLNE of all such Common Units; provided that on the date on which CLNE makes the final payment of outstanding principal under this Note, CLNE shall also receive the number of Common Units equal to the balance of the total Common Units not previously issued on the prior Payment Dates and NGA shall promptly thereupon update its unit ledger and all other applicable books and records to reflect the issuance to CLNE of all such Common Units. Any Common Units which have not been released to CLNE pursuant to this Section 2(d) shall be referred to herein as the "***Remaining Units***."

3. ***Events of Default***. The occurrence of any of the following shall constitute an "**Event of Default**" under this Note:

(a) *Failure to Pay*. CLNE shall fail to pay when due any principal payment on the due date hereunder and such payment shall not have been made within five (5) business days after CLNE's receipt of written notice of such failure to pay; or

(b) *Voluntary Bankruptcy or Insolvency Proceedings.* CLNE shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admit in writing its inability to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(c) *Involuntary Bankruptcy or Insolvency Proceedings.* Proceedings for the appointment of a receiver, trustee, liquidator or custodian of CLNE, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to CLNE, if any, or of the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced or an order for relief entered and shall not be dismissed or discharged within 45 days of commencement.

4. ***Rights of NGA upon Event of Default***. Notwithstanding any contrary provision of this Agreement, upon the occurrence of an Event of Default under Section 3, as NGA's sole and exclusive remedy hereunder, NGA shall have the right to elect either (but not both) that: (a) the Remaining Units as of the date of the occurrence of such Event of Default will be forfeited and automatically cancelled upon

such date (such date, the "***Return Date***") and CLNE will have no further rights thereunder and the principal amount of the Note shall be automatically reduced by an amount equal to the number of Common Units being forfeited and reacquired multiplied by $15.26, or (b) CLNE shall retain ownership of all Remaining Units and NGA shall be entitled institute legal proceedings to collect the outstanding principal amount due pursuant to this Note as of the date of the occurrence of the Event of Default; *provided* that CLNE shall not be able to transfer the portion of the Remaining Units for which payment has not been made to NGA pursuant to this Note pending resolution of the legal proceedings. If NGA elects the remedy set forth in clause (a) in the preceding sentence, on or promptly after the Return Date, NGA shall deliver a written notice to CLNE informing CLNE of the return of the Common Units to NGA pursuant to this Section 4 (the "***Return Notice***"); *provided* that, delivery of the Return Notice shall not be a condition to the return of the Remaining Units to NGA pursuant to this Section 4.

5. ***Update of Unit Ledger***.

(a) To ensure the availability for delivery of CLNE's Remaining Units upon each Payment Date, NGA's unit ledger and other applicable books and records shall not be updated until the corresponding principal payments are made with respect thereto pursuant to this Note. Accordingly, NGA shall promptly update its unit ledger and all other applicable books and records for a corresponding number of Common Units as principal payments are made under this Note pursuant to Section 2(d), and any of the Remaining Units forfeited pursuant to Section 4 shall be cancelled on the books and records of NGA.

(b) Subject to the terms hereof, CLNE shall have title to and all the Member Rights (as defined in the Amended and Restated Limited Liability Company Operating Agreement of NGA of even date herewith) of a unitholder with respect to all Remaining Units until and unless they are validly cancelled hereunder, including without limitation, the right to vote the Remaining Units and to receive any distributions declared thereon, and CLNE shall be treated as the owner of all Remaining Units for income tax purposes.

(c) In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, share combination, or other change in the corporate structure of NGA affecting the Common Units, the Remaining Units shall be increased, reduced or otherwise changed, and by virtue of any such change CLNE shall, in its capacity as owner of the Remaining Units that have been sold to CLNE, be entitled to new or additional or different units, cash or securities (other than rights or warrants to purchase securities) resulting from such an event, and such new or additional or different units, cash or securities shall thereupon be considered "Remaining Units" and shall be subject to all of the conditions and restrictions applicable to Remaining Units pursuant to this Note. If CLNE receives rights or warrants with respect to any Remaining Units, such rights or warrants may be held or exercised by CLNE; *provided* that until such exercise any such rights or warrants and after such exercise any units or other securities acquired by the exercise of such rights or warrants shall, in each case, be considered Remaining Units and shall be subject to all of the conditions and restrictions applicable to Remaining Units pursuant to this Note.

6. ***Representations of CLNE***. CLNE represents and warrants to NGA that:

(a) *Due Incorporation, Qualification, etc*. CLNE is a corporation duly organized and validly existing under the laws of the State of California.

(b) *Authority*. The execution and delivery of this Note and the performance by CLNE of its obligations hereunder (i) are within the power of CLNE and (ii) have been duly authorized by all necessary actions on the part of CLNE.

(c) *Enforceability*. This Note has been, or will be, duly executed and delivered by CLNE.

(d) *Approvals*. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other Person (including, without limitation, the shareholders of any Person) is required in connection with the execution and delivery of this Note by CLNE and the performance and consummation of the transactions contemplated hereby, other than such as have been obtained and remain in full force and effect and other than such qualifications or filings under applicable securities laws as may be required in connection with the issuance of this Note.

(e) *Litigation*. No actions (including, without limitation, derivative actions), suits, proceedings or investigations are pending or, to the knowledge of CLNE, threatened in writing against CLNE at law or in equity in any court or before any other governmental authority that seek to enjoin, either directly or indirectly, the execution or delivery of this Note by CLNE or the performance by CLNE of its obligations hereunder.

7. ***Miscellaneous***.

(a) *Successors and Assigns; Transfer of this Note*.

(i) Subject to the restrictions on transfer described in this Section 7(a), the rights and obligations of CLNE and NGA shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by either party without the prior written consent of the other party.

(b) *Waiver and Amendment.* This Note may not be amended, waived or modified without the written consent of each of CLNE and NGA.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed (including electronic mail) or delivered to each party at the respective addresses of the parties set forth on the signature page hereto, or at such other address or electronic mail addresses as a party shall have furnished to the other party in accordance with this Section 7(c). All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by electronic mail message (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(d) *Waivers.* Except as set forth in Section 3(a), CLNE hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

(e) *Governing Law.* This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

(f) *Waiver of Jury Trial.* By acceptance of this Note, NGA hereby agrees and CLNE hereby agrees to waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Note.

(g) *Counterparts.* This Note may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Note.

(*Signature Page Follows*)

CLNE has caused this Note to be issued as of the date first written above.

CLEAN ENERGY,
a California corporation

By: /s/ Andrew J. Littlefair

Name: Andrew J. Littlefair

Title: President and Chief Executive Officer

Address: 4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attention: Vice President and General Counsel
Email: njensen@cleanenergyfuels.com

Acknowledged and agreed to by:

NG ADVANTAGE LLC,
a Delaware limited liability company

By: /s/ Tom Evslin

Name: Tom Evslin

Title: Chief Executive Officer

Address: 480 Hercules Drive
Colchester, VT 05446
Attention: Tom Evslin
Email: tevslin@ngadvantage.com

(Signature Page to Promissory Note)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THIS NOTE MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

PROMISSORY NOTE

$1,800,000.00 October 14, 2014

FOR VALUE RECEIVED, Clean Energy, a California corporation ("***CLNE***") promises to pay to NG Advantage LLC, a Delaware limited liability company ("***NGA***"), or its permitted assigns, in lawful money of the United States of America the principal sum of $1,800,000.00 or such lesser amount as shall equal the outstanding principal amount hereof, as provided in this Promissory Note (the "***Note***").

The following is a statement of the rights of NGA and the conditions to which this Note is subject, and to which NGA, by the acceptance of this Note, agrees:

1. ***Definitions***. As used in this Note, the following capitalized terms have the following meanings:

"**Event of Default**" has the meaning given in Section 3 hereof.

"**Lease**" shall mean that certain Lease dated October 14, 2014 between NGA and CLNE, pursuant to which CLNE has leased to NGA certain real property, improvements and personal property.

"**NGA**" shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the permitted holder of this Note.

"**Person**" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

"**Purchase Agreement**" shall mean that certain Purchase Agreement dated October 14, 2014 between NGA and CLNE, pursuant to which NGA has sold certain real property, improvements and personal property to CLNE.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

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2. ***Payments***.

(a) *No Interest.* The unpaid principal amount of this Note will not bear interest.

(b) *Payments*. The principal amount of this Note will be payable upon the Special Upgrade Work Rental Payment Date (as such term is defined in the Lease) (the "***Payment Date***"). Notwithstanding the foregoing Payment Date, CLNE may prepay all or any part of the unpaid principal under this Note upon two business days prior written notice to NGA.

(c) *Right of Offset—Special Upgrade Work Rental Payment*. If the Special Upgrade Work Rent Payment (as such term is defined in the Lease) is not paid to CLNE on or prior to the Special Upgrade Work Rent Payment Date, CLNE may offset the amount of such Special Upgrade Work Rent Payment against the sums otherwise payable on this Note on the Payment Date or on any date on which sums payable on this Note are prepaid or are declared to be due and payable. Nothing in this Section 2(c) shall limit CLNE's remedies under the Lease.

3. ***Events of Default***. The occurrence of any of the following shall constitute an "**Event of Default**" under this Note:

(a) *Failure to Pay*. CLNE shall fail to pay when due any principal payment on the due date hereunder and such payment shall not have been made within five (5) business days after CLNE's receipt of written notice of such failure to pay; or

(b) *Voluntary Bankruptcy or Insolvency Proceedings.* CLNE shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admit in writing its inability to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(c) *Involuntary Bankruptcy or Insolvency Proceedings.* Proceedings for the appointment of a receiver, trustee, liquidator or custodian of CLNE, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to CLNE, if any, or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or shall not be dismissed or discharged within 45 days of commencement.

4. ***Rights of NGA upon Event of Default***. Notwithstanding any contrary provision of this Agreement, upon the occurrence of an Event of Default under Section 3, as NGA's sole and exclusive remedy hereunder, (i) the entire unpaid principal balance of this Note shall become due and payable, by notice or demand upon CLNE and (ii) NGA may pursue the rights of a holder at law for collection of the sums due under an unsecured note, but subject, in each case, to CLNE's offset rights provided for herein.

5. ***Representations of CLNE***. CLNE represents and warrants to NGA that:

(a) *Due Incorporation, Qualification, etc*. CLNE is a corporation duly organized and validly existing under the laws of the State of California.

(b) *Authority*. The execution and delivery of this Note and the performance by CLNE of its obligations hereunder (i) are within the power of CLNE and (ii) have been duly authorized by all necessary actions on the part of CLNE.

(c) *Enforceability*. This Note has been, or will be, duly executed and delivered by CLNE.

(d) *Approvals*. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other Person (including, without limitation, the shareholders of any Person) is required in connection with the execution and delivery of this Note by CLNE and the performance and consummation of the transactions contemplated hereby, other than such as have been obtained and remain in full force and effect and other than such qualifications or filings under applicable securities laws as may be required in connection with the issuance of this Note.

(e) *Litigation*. No actions (including, without limitation, derivative actions), suits, proceedings or investigations are pending or, to the knowledge of CLNE, threatened in writing against CLNE at law or in equity in any court or before any other governmental authority that seek to enjoin, either directly or indirectly, the execution or delivery of this Note by CLNE or the performance by CLNE of its obligations hereunder.

6. ***Miscellaneous***.

(a) *Successors and Assigns; Transfer of this Note*.

(i) Subject to the restrictions on transfer described in this Section 6(a), the rights and obligations of CLNE and NGA shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by either party without the prior written consent of the other party.

(b) *Waiver and Amendment.* This Note may not be amended, waived or modified without the written consent of each of CLNE and NGA.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed (including electronic mail) or delivered to each party at the respective addresses of the parties set forth on the signature page hereto, or at such other address or electronic mail addresses as a party shall have furnished to the other party in accordance with this Section 6(c). All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by electronic mail message

(with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(d) *Waivers.* Except as set forth in Section 4, CLNE hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

(e) *Governing Law.* This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

(f) *Waiver of Jury Trial.* By acceptance of this Note, NGA hereby agrees and CLNE hereby agrees to waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Note.

(g) *Counterparts.* This Note may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Note.

(*Signature Page Follows*)

CLNE has caused this Note to be issued as of the date first written above.

CLEAN ENERGY,
a California corporation

By: /s/ Andrew J. Littlefair

Name: Andrew J. Littlefair

Title: President and Chief Executive Officer

Address: 4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attention: Vice President and General Counsel
Email: njensen@cleanenergyfuels.com

Acknowledged and agreed to by:

NG ADVANTAGE LLC,
a Delaware limited liability company

By: /s/ Tom Evslin

Name: Tom Evslin

Title: Chief Executive Officer

Address: 480 Hercules Drive
Colchester, VT 05446
Attention: Tom Evslin
Email: tevslin@ngadvantage.com

NG ADVANTAGE LLC

COMMON UNIT PURCHASE AGREEMENT

October 14, 2014

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NG ADVANTAGE LLC

COMMON UNIT PURCHASE AGREEMENT

This Common Unit Purchase Agreement (this "***Agreement***") is dated as of October 14, 2014, by and among NG Advantage LLC, a Delaware limited liability company (the "***Company***"), and the persons and entities (each, an "***Investor***" and collectively, the "***Investors***") listed on the Schedule of Investors attached hereto as Schedule A (the "***Schedule of Investors***"). The Company and each Investor hereby agree as follows:

SECTION 1

AUTHORIZATION, SALE AND ISSUANCE

1.1 Authorization.

The Company will, prior to the Closing (as defined below), authorize the sale and issuance of up to 3,045,789 units (the "***Units***") of the Company's Common Units (as such term is defined in the Operating Agreement (as defined below)), having the rights, privileges, preferences and restrictions set forth in the amended and restated limited liability company operating agreement of the Company, in substantially the form attached hereto of Exhibit A (the "***Operating Agreement***").

1.2 Sale and Issuance of Units.

Subject to the terms and conditions of this Agreement, each Investor agrees, severally and not jointly, to purchase at the Closing, and the Company agrees to sell and issue to each Investor, the number of Units set forth opposite such Investor's name on the Schedule of Investors attached hereto as Schedule A (the "***Schedule of Investors***"), at, subject to Section 2.3, a cash purchase price of $15.26 per unit (the "***Per Unit Purchase Price***", and the per Unit purchase price paid by each Investor hereunder, multiplied by the number of Units purchased by such Investor hereunder, such Investor's "***Purchase Price***"). The Company's agreement with each Investor is a separate agreement, and the sale and issuance of the Units to each Investor is a separate sale and issuance.

SECTION 2

CLOSING DATES AND DELIVERY

2.1 Closing.

The purchase, sale and issuance of the Units shall take place at one closing (the "***Closing***"). The Closing shall take place at the offices of Wilson Sonsini Goodrich & Rosati, Professional Corporation, 701 Fifth Avenue, Suite 5100, Seattle, WA 98104-7036, at 10:00 a.m. local time on October 14, 2014, or such other time and date as the Company and Investors to receive a majority of the Common Units to be issued pursuant to this Agreement (which, in all cases, shall include CLNE (as defined below)) shall mutually agree orally or in writing.

2.2 Issuance and Delivery.

At the Closing, the Company shall update its unit ledger and all other applicable books and records to reflect the issuance to each Investor of the number of Units that such Investor is purchasing in the Closing (except solely for the Units purchased by the CLNE Common Purchase Note (as defined below), which shall be reflected in the Company's unit ledger and all other applicable books and records as provided thereunder), and each Investor shall make its payment of the purchase price therefor as set forth in the column designated "Purchase Price" opposite such Investor's name on the Schedule of Investors, by (a) if the Investor is Clean Energy, a California corporation ("***CLNE***"), (i) cancellation of indebtedness owed under that certain Promissory Note issued by the Company on September 23, 2014, (ii) a wire transfer, in accordance with the Company's instructions, of an amount equal to $18,999,996.04 less the amount of indebtedness cancelled pursuant to clause (a)(i) above, and (iii) the issuance of the promissory note in substantially the form of Exhibit B (the "***CLNE Common Purchase Note***") in the aggregate principal amount of $18,650,300.00, and (b) for all other Investors hereunder, by cancellation of indebtedness pursuant to the conversion of the Investor Notes (as defined below) pursuant to Section 2.3. In the event that payment by an Investor is made, in whole or in part, by cancellation of indebtedness, then such Investor shall surrender to the Company for cancellation at the Closing any evidence of indebtedness or shall execute an instrument of cancellation in form and substance acceptable to the Company.

2.3 Cancellation of Investor Notes.

Each of the undersigned Investors holding a Subordinated Convertible Promissory Note issued by the Company on or after November 25, 2013 in the original aggregate principal amount of up to $6,180,000 (the "***Investor Notes***") hereby acknowledges and agrees that, at the Closing, the outstanding principal under such Investor's Investor Note will be automatically converted, at a price per Unit equal to 70.0% of the Per Unit Purchase Price, into that number of Units set forth in the column designated "Number of Units" or "Number of Common Units" opposite such Investor's name on the Schedule of Investors and Schedule 5.14 hereto, and the accrued and unpaid interest under such Investor's Investor Note will be automatically converted into a warrant, with an exercise price equal to the Per Unit Purchase Price, to purchase the number of Common Units set forth in the column designated "Number of Bridge Warrant Common Units" (each, a "***Bridge Warrant***") opposite such Investor's name on Schedule 5.14 hereto, and as of the Closing, each such Investor Note will automatically be deemed cancelled and repaid in full and the Company will no longer owe any obligation to the holder of any such Investor Note with respect thereto. Each such Investor shall surrender to the Company at the Closing for cancellation such Investor's Investor Note or shall execute an instrument of cancellation in form and substance acceptable to the Company with respect thereto. Upon such surrender or execution of an instrument of cancellation, the Company shall update its unit ledger and all other applicable books and records to reflect the issuance of the Units to each such Investor and deliver the Bridge Warrant to each such Investor, in each case that such Investor is receiving upon conversion of such Investor's Investor Note.

2.4 Use of Proceeds.

The Company shall use the proceeds from the sale of Units hereunder for general working capital purposes, including but not limited to the expansion of the Company's business, the purchase

of additional equipment, the repurchase of certain Common Units as contemplated by Exhibit E to the Right of First Offer and Co-Sale Agreement (as defined below) and the repayment of the debt obligations as set forth on Schedule 5.9.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

A Schedule of Exceptions, attached hereto as Schedule B (the "***Schedule of Exceptions***"), shall be delivered to the Investors in connection with the Closing. Except as set forth on the Schedule of Exceptions, the Company hereby represents and warrants to the Investors, as of the date hereof and as of the Closing (except for the representations and warranties that speak as of a specific date, which shall be made as of such date) as follows:

3.1 Organization, Good Standing and Qualification.

The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite limited liability company power and authority to own and operate its properties and assets, to carry on its business as presently conducted and as proposed to be conducted, to execute and deliver this Agreement, the Voting Agreement (as defined below) and the Right of First Offer and Co-Sale Agreement (all such agreements collectively, the "***Agreements***"), to issue and sell the Units and to perform its obligations pursuant to the Agreements and the Operating Agreement. The Company is presently qualified to do business as a foreign corporation in each jurisdiction where the failure to be so qualified could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company's condition, assets, properties, operating results, business or prospects, financially or otherwise, as now conducted and as proposed to be conducted (a "***Material Adverse Effect***").

3.2 Subsidiaries.

The Company does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity. The Company is not a participant in any joint venture, general or limited partnership or similar arrangement.

3.3 Capitalization.

After effectiveness of the Operating Agreement and immediately prior to the Closing, the authorized units representing Membership Rights (as defined in the Operating Agreement) in the Company (such units referred to herein as "***membership units***") will consist of 5,499,503 Common Units, of which 1,684,186 Common Units are issued and outstanding. The full capitalization table of the Company, as of immediately after the Closing, is set forth on Schedule C hereto.

(a) The outstanding Common Units have been duly authorized and validly issued in compliance with applicable laws, are fully paid and nonassessable and were issued in accordance with the registration or qualification provisions of the Securities Act of 1933, as amended (the "***Securities Act***"), and any relevant state securities laws, or pursuant to valid exemptions therefrom.

(b) As of the Closing, the Company has reserved:

(i) the Units for issuance pursuant to this Agreement;

(ii) 216,667 Common Units authorized for issuance to employees, consultants and directors pursuant to the Company's 2013 Unit Option Plan (the "***2013 Plan***"), under which options to purchase 158,500 Common Units are outstanding as of the date of this Agreement;

(iii) 127,200 Common Units authorized for issuance pursuant to certain warrants to purchase Common Units of the Company that are outstanding as of the date of this Agreement (the "***Outstanding Warrants***"); and

(iv) 37,933 Common Units authorized for issuance pursuant to the Bridge Warrants (as defined below).

(c) The Units, when issued and delivered and paid for in compliance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable. The Units will be free of any liens or encumbrances, other than any liens or encumbrances created by the Investors; *provided, however*, that the Units are subject to restrictions on transfer under U.S. state and/or federal securities laws and as set forth herein, in the Operating Agreement and in the Right of First Offer and Co-Sale Agreement. Except as set forth in the Operating Agreement or the Right of First Offer and Co-Sale Agreement, the Units are not subject to any preemptive rights or rights of first offer.

(d) Except for the rights provided pursuant to the Right of First Offer and Co-Sale Agreement, the Operating Agreement or as otherwise described in this Agreement, outstanding options to purchase Common Units pursuant to the 2013 Plan, the Outstanding Warrants and the Bridge Warrants, there are no options, warrants, other rights (including conversion or preemptive rights) or agreements to purchase any of the Company's authorized and unissued membership units.

(e) All outstanding securities of the Company, including, without limitation, all outstanding membership units of the Company, all membership units of the Company issuable upon the conversion or exercise of all convertible or exercisable securities and all other securities that the Company is obligated to issue, are subject to a one hundred eighty (180) day "market stand-off" restriction upon an initial public offering of the Company's securities pursuant to a registration statement filed with the Securities and Exchange Commission ("***SEC***") pursuant to the Securities Act.

(f) Section 3.3(f) of the Schedule of Exceptions sets forth a complete list of each security of the Company owned by any officer, director or, in the Company's reasonable belief, key employee of the Company, or by any affiliate or any member of the immediate family of any such individual, together with a description of the material terms of the vesting provisions and any rights of first offer and rights of repurchase applicable to each such security. Except as may be set forth in Section 3.3(f) of the Schedule of Exceptions, no stock plan, stock purchase, stock option or other agreement or understanding between the Company and any holder of any securities or rights exercisable or convertible for securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of the occurrence of any event.

3.4 Authorization.

All limited liability company action on the part of the Company and its managers, officers and members necessary for the authorization, execution, delivery and performance of the Agreements by the Company, the authorization, sale, issuance and delivery of the Units, and the performance of all of the Company's obligations under the Agreements has been taken or will be taken prior to the Closing. The Agreements, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity.

3.5 Financial Statements.

(a) The Company has delivered to the Investor (i) the audited balance sheet, statement of operations and statement of members' equity (deficit) of the Company as of and for the period ended December 31, 2013 (including any notes thereto, the "***Audited Financial Statements***") and (ii) the unaudited balance sheet, statement of operations and statement of members' equity (deficit) of the Company as of and for the period ended July 31, 2014 (including any notes thereto, the "***Unaudited Financial Statements***" and, together with the Audited Financial Statements, the "***Financial Statements***"). The Financial Statements are correct in all material respects and present fairly the financial condition and operating results of the Company as of the date(s) and during the period(s) indicated therein. The Financial Statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated and with each other, except that the Unaudited Financial Statements do not contain all footnotes required by generally accepted accounting principles. Except as set forth in the Financial Statements, the Company has no material liabilities (contingent or otherwise) other than (A) liabilities incurred in the ordinary course of business subsequent to, with respect to the Audited Financial Statements, December 31, 2013, and with respect to the Unaudited Financial Statements, July 31, 2014, and (B) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate, are not material to the financial condition or operating results of the Company. The Company does not have and has not engaged in any off-balance sheet arrangements or transactions. Except as disclosed in the Financial Statements, the Company is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation. The Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with generally accepted accounting principles, and the Company's accounting firm has not informed the Company in writing that it has any material questions, challenges or disagreements regarding or pertaining to the Company's accounting policies or practices. The Company has delivered to the Investor copies of each management letter or other letter, if any, delivered to the Company by its accounting firm in connection with such Financial Statements.

(b) The Company maintains a system of accounting and internal controls and procedures as are necessary to provide reasonable assurances that: (i) the financial records and financial statements are complete and accurate in all material respects; (ii) transactions are executed

with management's authorization; (iii) transactions are recorded as necessary to permit preparation of the financial statements of the Company and to maintain accountability for the Company's assets; (iv) access to the Company's assets is permitted only in accordance with management's authorization; (v) accounts, notes and other receivables and inventory are recorded accurately, and proper and adequate procedures are implemented to effect the collection thereof on a current and timely basis; and (vi) material information regarding the operations of the Company and its financial condition is accumulated and communicated to the Company's management, including its principal executive and financial officers. There are no significant deficiencies or material weaknesses in the design or operation of internal controls over financial reporting that could reasonably be expected to adversely affect the Company's ability to record, process, summarize and report financial information, and there is no fraud that involves any of the managers, officers or members of the Company. The Company has delivered to the Investor copies of each management letter or other letter, if any, delivered to the Company by its accounting firm relating to any review by such accounting firm of the internal controls of the Company.

3.6 Changes.

Except as contemplated by this Agreement (including the Schedule of Exceptions hereto), since July 31, 2014, there has not been: (a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not, in the aggregate, had a Material Adverse Effect; (b) any material change in the contingent obligations of the Company by way of guarantee, endorsement, indemnity, warranty or otherwise; (c) any damage, destruction or loss, whether or not covered by insurance, that, individually or in the aggregate, has resulted in a Material Adverse Effect; (d) any waiver by the Company of a material right or of a material debt owed to it; (e) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and that is not material to the assets, properties, condition, operating results or business of the Company (as such business is presently conducted and as it is proposed to be conducted); (f) any material change or amendment to a material contract or arrangement by which the Company or any of its assets or properties is bound or subject; (g) any material change in any compensation arrangement or agreement with any employee, officer or manager of the Company; (h) any sale, assignment, license or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets (other than (i) the sale or license of the Company's products and services in the ordinary course of business, (ii) acquisition of Off-the-Shelf Software or Public Software, (iii) disclosure or receipt of confidential information pursuant to non-disclosure agreements in substantially the forms provided to the Investors and entered into in the ordinary course of business, or (iv) assignments to the Company pursuant to agreements with employees, consultants and contractors entered into in the ordinary course of business); (i) any resignation or termination of employment of any officer or key employee of the Company; (j) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable; (k) any loans or guarantees made by the Company to or for the benefit of its employees, officers, managers or members holding more than ten percent (10%) of the voting

interests of the Company, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business; (l) any debt, obligation or liability incurred, assumed or guaranteed by the Company except for those incurred in the ordinary course of the Company's business (but not in excess of $50,000 in the aggregate) and in amounts which would not, individually, reasonably be

expected to have a Material Adverse Effect; (m) any declaration, setting aside or payment or other distribution in respect of any of the Company's membership units, or any direct or indirect redemption, purchase or other acquisition of any of such membership units by the Company other than the repurchase of membership units from employees, officers, managers or consultants pursuant to agreements approved by the Board of Managers of the Company under which the Company has the option to repurchase such shares at cost upon the occurrence of certain events, such as termination of employment or consultancy; (n) any failure to conduct business in the ordinary course, consistent with the Company's past practices; (o) to the best of the Company's knowledge, any other event or condition of any character that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; or (p) any agreement or commitment by the Company to do any of the things described in this Section 3.6.

3.7 Intellectual Property.

(a) Definitions:

(i) "***Off-the-Shelf Software***" means any software (including software provided on a "software as a service" or similar basis) that is made generally and widely available to the public on a commercial basis and is licensed or otherwise made available to the Company on a non-exclusive basis under standard terms and conditions and, in each case, is used by the Company solely for its internal operations and is nor provided, or included in materials provided, to its customers.

(ii) "***Public Software***" means any software that contains, includes, incorporates, or has instantiated therein, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (1) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (2) the Artistic License (e.g., PERL); (3) the Mozilla Public License; (4) the Netscape Public License; (5) the Sun Community Source License (SCSL); (6) the Sun Industry Standards License (SISL); (7) the BSD License; and (8) the Apache License.

(b) To the knowledge of the Company, the Company owns or possesses sufficient legal rights to use all patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, licenses, information, processes and other proprietary rights used in or necessary to the business of the Company as presently conducted, without any conflict with or infringement of the rights of others.

(c) Section 3.7(c) of the Schedule of Exceptions contains a complete list of all of the United States and foreign registered intellectual property rights that have not expired or been abandoned, including issued patents and pending patent applications, copyrights, trademarks and domain names owned by the Company (the "***Company Registered IP***"). All of the Company Registered IP is valid and subsisting and in full force and effect. There are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership arrangements of any kind granted by the Company relating to the Company Registered IP.

(d) The Company is not bound by or a party to any written options, licenses, agreements, claims, encumbrances or shared ownership arrangements of any kind with respect to the patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, licenses, information, processes and other proprietary rights of any other person or entity, except, in any case, for (i) standard end-user agreements with respect to Off-the-Shelf Software or Public Software, (ii) agreements regarding the license to use the Company's Customer Portal in connection with the sale of the Company's products and services in the ordinary course of business, (iii) agreements with respect to the disclosure or receipt of confidential information entered into in the ordinary course of business, and (iv) assignments to the Company of any such patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, licenses, information, processes and other proprietary rights pursuant to agreements with employees, consultants and contractors entered into in the ordinary course of business.

(e) The Company has not received any written communications alleging that the Company has violated or, by conducting its business as proposed would violate, any of the patents, trademarks, service marks, trade names, domain names, copyrights or trade secrets or other proprietary rights of any other person or entity, nor, to the Company's knowledge, is there any reasonable basis therefor.

(f) The Company is not obligated to make any payments by way of royalties, fees or otherwise to any owner of, licensor of or claimant to any intellectual property or other proprietary rights with respect to the use of such rights in connection with the conduct of the Company's business as now conducted or as proposed to be conducted other than fees or other payments due pursuant to agreements for Off-the-Shelf Software.

(g) The Company is not aware that any of its officers or other employees is obligated under (i) any intellectual property or proprietary information-related terms, conditions or provisions of any contract (including licenses, covenants or commitments of any nature) or other agreement or (ii) any judgment, decree or order of any court or administrative agency or any other restriction relating to intellectual property or proprietary information, in each case that would interfere with the use of his or her best efforts to promote the interests of the Company or that would conflict with the Company's business as now conducted or that would prevent such officers or other employees from assigning to the Company inventions conceived or reduced to practice in connection with services rendered to the Company. The execution and delivery of the Agreements will not, to the Company's knowledge, (x) conflict with or result in a breach of the intellectual property or proprietary information-related terms, conditions or provisions of, or constitute a default under, any contract (including licenses, covenants or commitments of any nature) or other agreement or (y) conflict with or result in a breach of, or constitute a default under, any judgment, decree or order of any court or administrative agency or any other restriction relating to intellectual property or proprietary information, in each case under which any officer or other employee of the Company is now obligated.

(h) The Company does not believe it is or will be necessary to utilize any inventions of any of its employees made prior to or outside the scope of their employment by the Company except to the extent that the Company can obtain rights to such inventions pursuant to agreements for Off-the-

Shelf Software or Public Software.

(i) In the past three years, there has not been any litigation commenced or threatened in writing against the Company with respect to any of its intellectual property or other proprietary rights.

3.8 Employee Proprietary Information and Inventions Agreements.

(a) Each current and former employee and consultant of the Company has executed, as applicable, (i) an employee proprietary information and inventions assignment agreement or (ii) an independent contractor agreement containing proprietary information and inventions assignment provisions in favor of the Company, in each case in substantially the forms provided to the Investor. Except as set forth on Section 3.8 of the Schedule of Exceptions, no such person has excluded from any such agreement any works or inventions that were made by such person before their employment or consulting relationship with the Company and that are relevant to the Company's business as now conducted or as proposed to be conducted except to the extent that the Company can obtain rights to such works or inventions pursuant to agreements for Off-the-Shelf Software or Public Software. The Company is not aware that any of its current or former employees or consultants is in violation thereof.

(b) No third party has claimed in writing, or to the Company's knowledge has reason to claim, that any employee or consultant of the Company (i) has violated or may be violating any of the terms or conditions of such employee's or consultant's employment, non-competition, non-solicitation or non-disclosure agreement with such third party or (ii) has or may have disclosed or utilized any trade secret or proprietary information or documentation of such third party in a manner that violated any confidential relationship which such third party.

3.9 Title to Properties and Assets; Liens.

(a) The Company has good title in and to its tangible personal property and assets (excluding real property) free and clear of all mortgages, liens, loans and encumbrances, except for Permitted Liens. With respect to the tangible personal property and assets it leases, the Company is in compliance with such leases in all material respects and holds a valid leasehold interest free of any liens, claims or encumbrances. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by the Company are in good operating condition and repair (subject to ordinary wear and tear) and are reasonably fit and usable for the purposes for which they are being used.

(b) Except for Permitted Liens, the Company has good title or a valid leasehold interest in and to each parcel of real property that it owns or leases, as applicable, free of any liens, claims or encumbrances. The Company has not received any written notice of any material condemnation, rezoning or taking actions pending, or, to the Company's knowledge, threatened, with respect to any parcel of real property owned by the Company.

(c) As used herein, the term "***Permitted Liens***" means (i) statutory liens for taxes imposed in the ordinary course of business, which are not yet delinquent or are being contested in good faith by appropriate proceedings, (ii) statutory or common law liens or encumbrances to secure landlords, lessors or renters under leases or rental agreements, (iii) deposits or pledges made in connection with, or to secure payment of, workers compensation, unemployment insurance, old age

pension or other social security programs, (iv) statutory or common law liens or encumbrances in favor of carriers, warehousemen, mechanics and materialmen to secure claims for labor, materials or supplies and other like liens or encumbrances, in each case arising in the ordinary course of business for sums which are not yet delinquent or are being contested in good faith by appropriate proceedings, (v) liens or encumbrances imposed on the underlying fee interest in real property leased, subleased or licensed by the Company, solely to the extent a violation of or default under any such lien or encumbrance would not impact the Company's lease, sublease or license of such real property, (vi) any zoning, land use or other similar governmental restrictions reserving the right of a governmental authority to control or regulate any Company owned or leased real property, (vi) restrictions on transfer of securities imposed by applicable state and federal securities laws, (vii) liens and encumbrances set forth in Section 3.9 of the Schedule of Exceptions and (viii) such encumbrances and liens as do not materially impair the Company's ownership or use of such property or assets.

3.10 Compliance with Other Instruments.

The Company is not in violation of its Certificate of Formation as in effect on the date hereof or any term of the Operating Agreement, as amended to date, or, in any material respect, of any term or provision of any mortgage, indebtedness, indenture, contract, agreement, instrument, judgment, order or decree to which it is party or by which it is bound. To the best of the Company's knowledge, the Company is not in violation of any federal, state or local statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof applicable to the Company, the conduct of its business or its properties. The execution and delivery of the Agreements by the Company, the performance by the Company of its obligations pursuant to, and consummation of the transactions contemplated by, the Agreements (including, without limitation, the Company's offer to purchase its units as described on Exhibit E to the Right of First Offer and Co-Sale Agreement and the consummation of such offer), and the issuance of the Units, will not (a) result in any violation of, or conflict with, or constitute, with or without the passage of time and giving of notice, a default under, or constitute an event that could entitle any counterparty or other third party to exercise any additional rights under or result in the acceleration of the maturity of any material indebtedness of the Company or the performance of any obligation of the Company under, the Company's Certificate of Formation or its Operating Agreement or any such mortgage, indebtedness, indenture, contract, agreement, instrument, judgment order or decree, (b) result in the violation of, or conflict with, any federal or state statute, rule or regulation applicable to the Company or its properties, (c) constitute an event that results in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company, or (d) constitute an event that results in the suspension, revocation, impairment, forfeiture or nonrenewal of any material franchise, permit, license, authorization or approval (all such franchises, permits, licenses, authorizations or approvals, collectively, "***Permits***") applicable to the Company, its business or operations or any of its assets or properties.

3.11 Litigation.

(a) No actions (including, without limitation, derivative actions), suits or proceedings are pending or, to the knowledge of the Company, threatened against the Company at law or in equity in any court or before any other governmental authority. The foregoing includes, without limitation, to the

knowledge of the Company, actions, suits or proceedings pending or threatened (or

any basis therefor known to the Company) involving the prior employment or consulting relationship of any of the Company's employees or consultants, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. None of the Company nor any of its managers or officers, in their capacity as such, is a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, which, in the case of the Company's mangers and officers, could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no action, suit or proceeding by the Company currently pending or that the Company intends to initiate.

(b) The Company has not admitted in writing its inability to pay its debts generally as they become due, filed or consented to the filing against it of a petition in bankruptcy or a petition to take advantage of any insolvency act, made an assignment for the benefit of creditors, consented to the appointment of a receiver for itself or for the whole or any substantial part of its property, or had a petition in bankruptcy filed against it, been adjudicated a bankrupt or filed a petition or answer seeking reorganization or arrangement under any bankruptcy laws or any other similar law or statute of the United States of America or any other jurisdiction.

3.12 Governmental Consents.

No consent, approval, order or authorization of or registration, qualification, designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of the Agreements, or the offer, sale or issuance of the Units, or the consummation of any other transaction contemplated by the Agreements, except (i) the filing of such notices as may be required under the Securities Act and (ii) such filings as may be required under applicable state securities laws, which will be timely filed within the applicable periods therefor.

3.13 Offering.

Subject to the accuracy of the Investors' representations and warranties in Section 4, the offer, sale and issuance of the Units to be issued in conformity with the terms of this Agreement, constitute transactions exempt from the registration requirements of Section 5 of the Securities Act and will not result in a violation of the qualification or registration requirements of applicable state securities laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

3.14 Registration and Voting Rights.

The Company is presently not under any obligation and has not granted, or agreed to grant, any rights to register under the Securities Act any of its presently outstanding securities or any of its securities that may hereafter be issued. To the Company's knowledge, except as contemplated in the Voting Agreement, no member or any other person or entity of the Company has entered into any agreements with respect to the voting of membership units of the Company.

3.15 Agreements; Actions.

(a) Except as set forth in Section 3.15(a) of the Schedule of Exceptions, except for agreements explicitly contemplated hereby and by the other Agreements, and except for salary, bonus and benefits paid to or stock option or stock purchase agreements with officers or employees of the Company, there are no material agreements, understandings or proposed transactions between the Company and any of its current or former officers, members, managers or affiliates, or any affiliate thereof.

(b) Except as set forth in Section 3.15(b) of the Schedule of Exceptions, there are no leases, agreements, commitments, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or by which it is bound that (i) may involve obligations (contingent or otherwise) of, or payments to, the Company in excess of $250,000 or that set forth rights or obligations material to the Company or its business that extend for more than six months after the date of this Agreement, (ii) constitute firm delivery contracts or arrangements, pursuant to which the Company is obligated to perform thereunder on a firm commitment rather than an interruptible basis, (iii) constitute fixed price contracts or arrangements, pursuant to which the Company is obligated to provide goods or perform services based on a fixed rather than a variable price, (iv) may involve the transfer or license of any patent, copyright, trade secret or other proprietary right to or from the Company (other than (A) licenses for Off-the-Shelf Software or Public Software, (B) agreements regarding the license to use the Company's Customer Portal in connection with the sale of the Company's products and services in the ordinary course of business, (C) disclosure or receipt of confidential information pursuant to non-disclosure agreements in substantially the form provided to the Investors and entered into in the ordinary course of business, or (D) assignment to the Company pursuant to agreements with employees, consultants and contractors entered into in the ordinary course of business), (v) may involve provisions restricting or affecting the development, manufacture or distribution of the Company's products or services, in each case, by the Company, (vi) may involve indemnification by the Company with respect to infringements of proprietary rights (other than in connection with the sale or license of the Company's products and services in the ordinary course of business), or (vii) may involve agreements not to compete with any person or entity or not to engage in any particular line of business (all of the foregoing, collectively, "***Material Contracts***"). All of the Material Contracts are valid, binding and in full force and effect and enforceable by the Company in accordance with their respective terms, as limited by laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity. The Company is not in material violation of or default under any Material Contract and, to the knowledge of the Company, no other party to any of the Material Contracts is in material violation thereof or default thereunder, except for such violations or defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has made available to the Investor true, correct and complete copies of each Material Contract.

(c) The Company has not (i) authorized or made any distribution upon or with respect to any or its membership units, (ii) incurred any outstanding indebtedness for money borrowed or any other liabilities, (iii) made any loans or advances to any person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its material assets or rights, other than the sale of its inventory in the ordinary course of business.

(d) The Company is not a party to and is not bound by any contract, agreement or instrument, or subject to any restriction under its Operating Agreement that, individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect.

(e) Neither the Company nor any member holding more than ten percent (10%) of the voting interests in the Company has engaged in the past three (3) months in any discussion (i) with any representative of any corporation or corporations regarding the consolidation or merger of the Company with or into any such corporation or corporations, (ii) with any corporation, partnership, association or other business entity or any individual regarding the sale, conveyance or disposition of all or substantially all of the assets of the Company or a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Company is disposed of, or (iii) regarding any other form of acquisition, liquidation, dissolution or winding up of the Company.

3.16 Related-Party Transactions.

Other than the Investor Notes (as defined below), no current or former employee, officer manager or member holding more than ten percent (10%) of the voting interests of the Company or , to the best of the Company's knowledge, member of his or her immediate family is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them other than for accrued salaries, reimbursement for reasonable expenses incurred on the Company's behalf or other standard employee benefits. To the best of the Company's knowledge, none of such persons has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, except that employees, officers or managers of the Company and members of their immediate families may own stock in publicly-traded companies that may compete with the Company to the extent of not more than five percent (5%) of the issued and outstanding securities of such companies. No current or former officer, manager or employee or, to the best of the Company's knowledge, no member of the immediate family of any officer, manager or employee of the Company is directly or indirectly interested in any material contract with the Company.

3.17 Permits.

The Company has all Permits required by law and necessary for the conduct of its business as now being conducted, the lack of which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and all such Permits are current and valid. The Company is not in default in any material respect under any of such Permits. The Company has not received any written notice of proceedings relating to the revocation, suspension or modification of any such Permit which, if the subject of an unfavorable decision, ruling or finding, would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.18 Environmental and Safety Laws.

To the Company's knowledge, the Company is not, and at no time has been, in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, where such violation could reasonably be expected to have a Material Adverse Effect, and to the Company's knowledge, no material expenditures are required as of the date hereof in order to

comply with any such existing statute, law or regulation. As used herein, "***Environmental Laws***" means all applicable federal, state and local laws, rules, regulations, codes, ordinances, judgments, decrees and the common law governing or regulating the environment, employee health or safety, including the federal Clean Air Act, the federal Clean Water Act, the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Response, Compensation and Liability Act, the federal Toxic Substances Control Act and their state and local counterparts. The term "***Hazardous Materials***" means the existence in any form of polychlorinated biphenyls, asbestos or asbestos containing materials, urea formaldehyde foam insulation, oil, gasoline, petroleum, petroleum products and petroleum-derived substances (other than in vehicles operated in the ordinary course of business), pesticides and herbicides, and any other chemical, material or substance regulated by a governmental authority under any Environmental Laws. The Company's operations of its facilities and properties owned or leased have been in material compliance with the Environmental Laws, and the Company has not stored, used, disposed of, treated, released or discharged Hazardous Materials in material violation of Environmental Laws. The Company has not received any written notice from any governmental body claiming any material violation by the Company of any Environmental Law, or requiring the Company to undertake any material environmental investigation, cleanup or remedial work to comply with Environmental Laws, and the Company has not received any written notice claiming that a release of Hazardous Materials has occurred or existed on, in or under any facility or property owned, leased or operated currently or in the past by the Company that required remediation by the Company. The Company has provided to the Investors copies of any Phase 1 or Phase 2 Environmental Site Assessment reports relating to the properties of the Company in its possession.

3.19 Employee Benefit Plans.

Section 3.19 of the Schedule of Exceptions sets forth each employee benefit plan maintained, established or sponsored by the Company, or which the Company participates in or contributes to, that is subject to the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"). The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan. The Company and its ERISA Affiliates are not and have not ever maintained or been obligated to contribute to a Multiple Employer Plan, a Multi-Employer Plan or a Defined Benefit Pension Plan. For purposes of this Agreement, (a) "***ERISA Affiliate***" means, with respect to any person or entity, any other person or entity that is a member of a "controlled group of corporations" with, or is under "common control" with, or is a member of the same "affiliated service group" with such person or entity as defined in Section 414(b), 414(c), or 414(m) or 414(o) of the Internal Revenue Code of 1986, as amended (the "***Code***"), (b) "***Multi-Employer Plan***" shall have the meaning set forth in Section 3(37) of ERISA, (c) "***Multiple Employer Plan***" shall have the meaning set forth in Section 413 of the Code and (d) "***Defined Benefit Pension Plan***" shall have the meaning set forth in Section 3(35) of ERISA.

3.20 Tax Returns, Payments and Elections.

The Company has filed all material tax returns and reports as required by law. All such returns and reports are true and correct in all material respects. The Company has paid all material taxes and other assessments due, except those contested by it in good faith and that are listed in

Section 3.20 of the Schedule of Exceptions, if any. The provision for taxes of the Company as shown in the Financial Statements is adequate for taxes due or accrued as of the date thereof. The Company has not made any elections pursuant to the Code (other than elections that relate solely to methods of accounting, depreciation or amortization) that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company is treated as a partnership for federal income tax purposes and has not elected to be treated other than as a partnership for income tax purposes under the Code. The Company has never had any tax deficiency proposed or assessed against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax or governmental charge. None of the Company's federal income tax returns and none of its state income or franchise tax or sales or use tax returns has ever been audited by governmental authorities. Since the date of the Financial Statements, the Company has not incurred any taxes, assessments or governmental charges other than in the ordinary course of business and the Company has made adequate provisions on its books of account for all taxes, assessments and governmental charges with respect to its business, properties and operations for such period. The Company has withheld or collected from each payment made to each of its employees, the amount of all taxes (including, but not limited to, federal income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper tax receiving officers or authorized depositories.

3.21 Insurance.

The Company has in full force and effect (a) fire and casualty insurance policies, with financially sound and reputable insurers, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to replace any of its material tangible properties that might be damaged or destroyed and in all other respects customary for similarly situated companies, (b) insurance against other hazards, risks and liabilities to persons and property to the extent and in the manner customary for similarly situated companies and (c) directors and officers liability insurance in coverage and amounts customary for similarly situated companies.

3.22 Company Records.

The Company has made available to the Investor true and complete copies of its Certificate of Formation and Operating Agreement, each as amended to date and as in full force and effect as of the date hereof. The minute books of the Company provided or made available to the Investor contain a complete summary of all meetings and written consents of the Board of Managers and the members of the Company since the time of the Company's formation and reflect all transactions referred to in such minutes or written consents accurately in all material respects.

3.23 Labor Agreements and Actions; Employee Compensation.

(a) The Company is not and has never been bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union or other collective bargaining representative, and no labor union or other collective bargaining representative has requested or, to the best of the Company's knowledge, has sought to represent any of the employees, representatives or agents of the Company. There is no pending, or to the best of the Company's knowledge, threatened (i) strike or other labor dispute involving the Company, (ii) material charge, grievance proceeding or other

claim against or affecting the Company relating to the alleged violation of any law pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission or any comparable Governmental Authority, (iii) employee or union organizational activity or other labor or employment dispute against or affecting the Company, or (iv) application for certification of a collective bargaining agent.

(b) Except as set forth on the Schedule of Exceptions, the Company is not a party to or bound by any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. The Company does not have a present intention to terminate the employment of any of its officers or other key employees, and the Company, to the best of its knowledge, does not know of the impending resignation or termination of employment of any such officer or key employee. The employment of each officer and employee of the Company is terminable at the will of the Company and at the will of the officer or employee, without advance notice by the Company or the officer and employee and without any obligation by the Company for payment of compensation or damages. The Company has paid in full to all of its current and former officers and other employees all wages, salaries, commissions, bonuses and other compensation due to such officers and other employees and there are no severance payments which are or could become payable by the Company to any such officer or employee under the terms of any oral or written agreement or commitment or any applicable law, custom, trade or practice.

(c) To the best of its knowledge, the Company has at all times complied in all material respects with all applicable state and federal laws related to employment and employment practices, including, without limitation, all applicable laws regarding wages and hours, the collection and payment of withholding and/or social security taxes, employment documentation, equal employment opportunities, fair employment practices, plant closings and mass layoffs, sexual harassment, discrimination based on sex, race, disability, health status, pregnancy, religion, national origin, age or other tortious conduct, workers' compensation, family and medical leave, the Immigration Reform and Control Act, and occupational safety and health requirements, and the Company has not engaged in any unfair labor practice. The Company is not, nor has it ever been, liable for the payment of any compensation, damages, taxes, fines, penalties or other amounts, however designated, for failure to comply with any of the foregoing. The Company is and has at all times been in compliance in all material respects with its obligations under the Worker Adjustment and Retraining Notification Act, as applicable, and similar applicable laws, and all other notification and bargaining obligations arising under any applicable agreement, statute, or otherwise.

(d) All persons that are performing or have performed services for the Company and are classified by the Company as non-employees, including, without limitation, independent contractors, consultants, or otherwise, do satisfy and have satisfied the requirements of applicable law to be so classified, and the Company has fully and accurately reported its compensation on Internal Revenue Service Forms 1099 when required to do so. The

Company has no direct or indirect liability, whether absolute or contingent, with respect to any misclassification of any person as an independent contractor rather than as an employee or vice versa, or with respect to any employee leased from another employer.

3.24 Section 83(b) Elections.

To the best of the Company's knowledge, all individuals who have purchased unvested membership units of the Company have timely filed elections under Section 83(b) of the Code and any analogous provisions of applicable state tax laws.

3.25 Investment Company.

The Company is not an "investment company" or a company "controlled" by an "investment company," within the meanings of the Investment Company Act of 1940, as amended.

3.26 Real Property Holding Company.

The Company is not a "real property holding company" within the meaning of Section 897 of the Code.

3.27 No "Bad Actor" Disqualification.

The Company has exercised reasonable care, in accordance with SEC rules and guidance, to determine whether any Covered Person (as defined below) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act ("***Disqualification Events***"). To the Company's knowledge, no Covered Person is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. "***Covered Persons***" are those persons specified in Rule 506(d)(1) under the Securities Act, including the Company; any predecessor or affiliate of the Company; any director, executive officer, other officer participating in the offering, general partner or managing member of the Company; any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of the sale of the Units; and any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Units (a "***Solicitor***"), any general partner or managing member of any Solicitor, and any director, executive officer or other officer participating in the offering of any Solicitor or general partner or managing member of any such Solicitor.

3.28 Anti-Corruption.

Neither the Company nor, to the Company's knowledge, any agent or other person acting on behalf of the Company has: (a) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (b) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (c) failed to disclose fully any material contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (d) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption or anti-bribery law.

3.29 Money Laundering Laws.

The operations of the Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, "***Money Laundering Laws***") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to any Money Laundering Laws is pending or, to the best of the Company's knowledge, threatened.

3.30 OFAC.

Neither the Company nor any of its officers or managers, nor, to the best of the Company's knowledge, any of its employees, consultants, agents or affiliates is or has been the subject or target of any sanctions or trade embargoes administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department ("***OFAC***").

3.31 Brokers or Finders.

Other than Raymond James & Associates ("***Raymond James***"), the Company has not engaged any brokers, finders or agents. Other than the Company's payment obligation to Raymond James if the Closing occurs, the Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Agreements, the offer, sale and issuance of the Units or any of the other transactions contemplated hereby and thereby.

3.32 Disclosure.

The Company has fully provided the Investor with all the information that the Investor has requested for deciding whether to purchase the Units. None of the Agreements, nor any other statements or certificates made or delivered in connection herewith or therewith contains any untrue statement of a material fact or, to the best of the Company's knowledge, omits to state a material fact necessary to make the statements herein or therein not misleading, in light of the circumstances in which they were made. With respect to any projections of its future operations provided to the Investor by the Company, the Company represents that such projections were prepared in good faith and that the Company believes there is a reasonable basis for such projections.

3.33 Customers and Suppliers.

Section 3.33 of the Schedule of Exceptions sets forth the ten (10) largest customers of the Company by revenue and the ten (10) largest suppliers of the Company by expense, in each case for the twelve (12) month period ended on December 31, 2013 and the seven (7) month period ended July 31, 2014 (each, a "***Material Customer***" or "***Material Supplier***" as applicable). No Material Customer or Material Supplier has terminated or adversely changed its relationship with the Company, and, to the best of the Company's knowledge, no Material Customer or Material Supplier intends to terminate or adversely change such relationship. The Company has not granted any credit, rebate, trade-in, free return or other sales terms to customers or others which materially differ

from terms granted in the ordinary course of business consistent with past practice. There are no currently pending or threatened disputes between the Company and any of its customers or suppliers that (i) could reasonably be expected to adversely affect the relationship between the Company and any Material Customer or Material Supplier or (ii) could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.34 Regulatory Matters.

(a) The Company is not a "natural-gas company" as such term is defined in the Natural Gas Act of 1938 as amended and codified at 15 U.S.C. §717 *et seq.* ("***Natural Gas Act***"). The Investor shall not, solely by virtue of the execution and delivery of the Agreements, the purchase of the Units, the consummation of the transactions contemplated by the Agreements, and the performance of obligations under the Agreements, be or become subject to regulation as a "natural-gas company" as such term is defined in the Natural Gas Act.

(b) The Company is not a "gas utility company," a "holding company", a "natural gas company," a "public-utility company," an "affiliate" or a "subsidiary company" as such terms are defined under the Public Utility Holding Company Act of 2005 and the Federal Energy Regulatory Commission's implementing regulations at 18 C.F.R. §366 ("***PUHCA 2005***"). The Investor shall not, solely by virtue of the execution and delivery of the Agreements, the purchase of the Units, the consummation of the transactions contemplated by the Agreements and the performance of obligations under the Agreements, be or become subject to regulation under PUHCA 2005.

(c) The Company does not own, lease or operate a "natural gas facility," a "natural gas transmission line," a "manufactured-gas facility," a "storage facility" or any structure incident to any of the above as such terms are defined in 30 V.S.A. §248. The Company is regulated under Vermont law as provided in the State of Vermont Public Service Board Declaratory Ruling re: Regulatory Status of NG Advantage LLC, Docket No. 7866 (Oct. 10, 2012). To the knowledge of the Company, the Company is not a "gas corporation" as such term is defined in New York Public Service Law §2(11). The Company does not own, lease or operate "gas plant" as such term is defined in New York Public Service Law §2(10). The Company is not subject to rate or financial and organizational regulation as a utility under the laws of the State of Vermont (except as expressly set forth above), the State of New York, the State of New Hampshire, the Commonwealth of Massachusetts or, to the Company's knowledge, any other U.S. state or local jurisdiction. The Investor shall not, solely by virtue of the execution and delivery of the Agreements, the purchase of the Units, the consummation of the transactions contemplated by the Agreements and the performance of obligations under the Agreements, be or become subject to rate or financial and organizational regulation as a utility under the laws of the State of Vermont, the State of New York, the State of New Hampshire, the Commonwealth of Massachusetts or, to the Company's knowledge, any other U.S. state or local jurisdiction.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

Each Investor hereby, severally and not jointly, represents and warrants to the Company, as of the date hereof and as of the Closing (except for the representations and warranties that speak as of a specific date, which shall be made as of such date) as follows:

4.1 No Registration.

The Investor understands that the sale and issuance of the Units have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein or otherwise made pursuant hereto.

4.2 Investment Intent.

The Investor is acquiring the Units for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Units.

4.3 Investment Experience.

The Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that the Investor can protect its own interests. The Investor has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its investment in the Company.

4.4 Speculative Nature of Investment.

The Investor understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. The Investor can bear the economic risk of the Investor's investment and is able, without impairing the Investor's financial condition, to hold the Units for an indefinite period of time and to suffer a complete loss of the Investor's investment.

4.5 Accredited Investor.

The Investor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated by the SEC under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

4.6 Residency.

The residency of the Investor (or, in the case of a partnership or corporation, such entity's principal place of business) is correctly set forth on the Schedule of Investors.

4.7 Rule 144.

The Investor acknowledges that the Units must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permit resale of securities purchased in a private placement subject to the satisfaction of certain conditions, which may include, among other things, the availability of certain current public information about the Company; the resale occurring not less than a specified period after a party has purchased and paid for the security to be sold; the number of securities being sold during any three-month period not exceeding specified limitations; the sale being effected through a "brokers' transaction," a transaction directly with a "market maker" or a "riskless principal transaction" (as those terms are defined in the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder); and the filing of a Form 144 notice, if applicable. The Investor understands that the current public information about the Company referred to above is not now available and the Company has no present plans to make such information available. The Investor acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time the Investor wishes to sell the Units, and that, in such event, the Investor may be precluded from selling such securities under Rule 144, even if the other applicable requirements of Rule 144 have been satisfied. The Investor acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Units. The Investor understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

4.8 No Public Market.

The Investor understands and acknowledges that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities.

4.9 Authorization.

(a) The Investor has all requisite power and authority to execute and deliver the Agreements, to purchase the Units hereunder and to carry out and perform its obligations under the terms of the Agreements. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of the Agreements, and the performance of all of the Investor's obligations under the Agreements, has been taken or will be taken prior to the Closing.

(b) The Agreements, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, enforceable in accordance with their terms

except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

(c) No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of the Agreements by the Investor or the performance of the Investor's obligations hereunder or thereunder.

4.10 Brokers or Finders.

The Investor has not engaged any brokers, finders or agents, and the Investor has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Agreements.

4.11 Tax Advisors.

The Investor has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of acquiring, owning and holding the Units. With respect to such matters, the Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of acquiring, owning and holding the Units. Notwithstanding any potential contrary interpretation, nothing in this Section 4.11 shall affect any of the Company's representations and warranties regarding tax matters set forth herein and the Company's indemnification obligations set forth in Section 7.7.

4.12 Legends.

The Investor understands and agrees that the certificates evidencing the Units, or any other securities issued in respect of the Units upon any unit split, unit dividend, recapitalization, merger, consolidation or similar event, shall bear the following legend (in addition to any legend required by the Agreements or under applicable state securities laws):

> "THE OFFER AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED, OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT."

SECTION 5

CONDITIONS TO INVESTORS' OBLIGATIONS TO CLOSE

Each Investor's obligation to purchase the Units at the Closing is subject to the fulfillment on or before the Closing of each of the following conditions, unless waived by the applicable Investor purchasing the Units in the Closing:

5.1 Representations and Warranties.

Except as set forth in or modified by the Schedule of Exceptions, the representations and warranties made by the Company in Section 3 shall be true and correct as of the date of the Closing with the same force and effect as though such representations and warranties had been made as of such date.

5.2 Covenants.

The Company shall have performed or complied with all covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company on or prior to the Closing.

5.3 Blue Sky.

The Company shall have obtained all necessary Blue Sky law permits and qualifications, or have the availability of exemptions therefrom, required by any state for the offer and sale of the Units.

5.4 Operating Agreement.

The Operating Agreement shall have been duly authorized, executed and delivered by the members holding sufficient membership units to make such agreement effective.

5.5 Voting Agreement.

The Company, the Founders, and the Investors holding sufficient membership units to make such agreement effective (each such term as described in the amended and restated voting agreement in substantially the form of Exhibit C (the "***Voting Agreement***")) shall have executed and delivered the Voting Agreement.

5.6 Right of First Offer and Co-Sale Agreement.

The Company, the Founders and the Investors holding sufficient membership units to make such agreement effective (each such term as described in the amended and restated right of first offer and co-sale agreement in substantially the form of Exhibit D (the "***Right of First Offer and Co-Sale Agreement***")) shall have executed and delivered the Right of First Offer and Co-Sale Agreement.

5.7 Closing Deliverables.

The Company shall have delivered to counsel to the Investors (or their respective counsel, if any) the following:

(a) a certificate executed by the Chief Executive Officer of the Company on behalf of the Company, in substantially the form of Exhibit E, certifying to the satisfaction of the conditions to closing listed in Sections 5.1 and 5.2.

(b) a certificate executed by the Secretary of the Company on behalf of the Company, in substantially the form of Exhibit F, certifying to the accuracy and completeness of the Company's Certificate of Formation, Operating Agreement, resolutions adopted by the Board of Managers approving the Agreements and the transactions contemplated thereby, and the incumbency of all officers of the Company signatory to any of the Agreements or any other documents referenced therein.

(c) a certificate of the Secretary of State of the State of Delaware dated as of a date within five days of the date of the Closing, with respect to the good standing of the Company.

5.8 Indemnification Agreement.

The Company shall enter into an indemnification agreement with each CLNE Manager (as defined in the Operating Agreement) and the CLNE Designated Manager (as defined in the Operating Agreement) in substantially the form attached hereto as Exhibit G.

5.9 Payoff Letters.

The Company shall have obtained releases and payoff letters for the items of indebtedness set forth on Schedule 5.9, each in a form reasonably satisfactory to the Investors and the effectiveness of which shall be contingent upon the payment in full of the payoff amounts set forth therein. The Company shall pay all such payoff amounts in full upon the Company's receipt of the proceeds from the issuance and sale of Units hereunder.

5.10 Legal Opinion.

As of the Closing, each of the Investors shall have received an opinion of Wilson Sonsini Goodrich & Rosati, counsel for the Company, dated as of the date of the Closing and addressed to the Investors, in substantially the form attached hereto as Exhibit H.

5.11 Milton Purchase Agreement.

The Company and the Investor shall have executed and delivered the purchase agreement (in substantially the form of Exhibit I, the "***Milton Purchase Agreement***") for the compressor station located in Milton, Vermont.

5.12 Permits, Qualifications and Consents.

All permits, authorizations, approvals or consents of, or filings with or notices to, any federal, state or local governmental authority or regulatory body of the United States or any other third party that are required in connection with the lawful issuance and sale of the securities pursuant to this Agreement, including, without limitation, those from the parties listed on Schedule 5.12, shall be duly obtained or made and shall be effective as of the Closing, except solely for those which are to be obtained or made after the Closing, all of which shall be obtained or made by the Company by the applicable deadlines therefor.

5.13 Proceedings and Documents.

All limited liability company and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Investor and its counsel, and the Investor and its counsel shall have received all such counterpart original and certified or other copies of such other documents as any of them may reasonably request.

5.14 Conversion and Cancellation of Series A Preferred Units and Investor Notes.

All outstanding membership units of any class or series other than Common Units (and excluding the outstanding options and warrants convertible into Common Units set forth in Sections 3.3(b)(ii), 3.3(b)(iii) and 3.3(b)(iv)), including without limitation the Series A Preferred Units, shall have been converted into that number of the Company's Common Units set forth on Schedule 5.14 in the column designated "Number of Common Units" opposite the name of each holder of such membership units, and as of the Closing and as a result of such conversion, all such membership units will be deemed cancelled in all respects and the holders of such membership units shall no longer be entitled to any rights, preferences or privileges as a result of or deriving from such membership units except solely for the right to receive the Common Units into which such membership interests shall convert. Substantially simultaneously with the Closing, the aggregate outstanding principal amount and all accrued and unpaid interest under all Investor Notes shall have been converted into (a) with respect to the outstanding principal amount under each Investor Note, that number of Units set forth in the column designated "Number of Units" or "Number of Common Units" opposite the name of each holder of any such Investor Note on the Schedule of Investors and Schedule 5.14 hereto, and (b) with respect to the accrued and unpaid interest under each Investor Note, a Bridge Warrant to purchase the number of Common Units set forth in the column designated "Number of Bridge Warrant Common Units" opposite the name of each holder of any such Investor Note on Schedule 5.14, and as of the Closing and as a result of such conversions, all Investor Notes shall be deemed fully repaid and cancelled in all respects and the Company will no longer owe any obligation to such holder of an Investor Note with respect thereto.

5.15 Waiver of Rights.

At or prior to the Closing, the Company and all then-current members of the Company shall have waived any rights of first offer, preemptive rights or any other rights in connection with the issuance of the Units hereunder.

5.16 Termination of Investors' Rights Agreement.

Effective as of and contingent upon the Closing, that certain Investors' Rights Agreement, dated as of March 6, 2013, by and among the Company and the persons and entities listed on Exhibit A thereto, shall have been terminated in full and, from and after the Closing, such agreement shall have no further force or effect.

SECTION 6
CONDITIONS TO COMPANY'S OBLIGATION TO CLOSE

The Company's obligation to sell and issue the Units at the Closing is subject to the fulfillment on or before the Closing of the following conditions, unless waived by the Company:

6.1 Representations and Warranties.

The representations and warranties made by the Investors in Section 4 shall be true and correct when made and shall be true and correct as of the date of the Closing with the same force and effect as though such representations and warranties had been made as of such date.

6.2 Covenants.

The Investors shall have performed or complied with all covenants, agreements and conditions contained in the Agreements to be performed or complied with by the Investors on or prior to the date of the Closing.

6.3 Compliance with Securities Laws.

The Company shall be satisfied that the offer and sale of the Units shall be qualified or exempt from registration or qualification under all applicable federal and state securities laws (including receipt by the Company of all necessary blue sky law permits and qualifications required by any state, if any).

6.4 Operating Agreement.

The Operating Agreement shall have been duly authorized, executed and delivered by the members holding sufficient membership units to make such agreement effective.

6.5 CLNE Common Purchase Note.

CLNE shall have delivered the executed CLNE Common Purchase Note.

6.6 Voting Agreement.

The Company, the Founders and the Investors holding sufficient membership units to make such agreement effective (each such term as described in the Voting Agreement) shall have executed and delivered the Voting Agreement.

6.7 Right of First Offer and Co-Sale Agreement.

The Company, the Founders and the Investors holding sufficient membership units to make such agreement effective (each such term as described in the Right of First Offer and Co-Sale Agreement) shall have executed and delivered the Right of First Offer and Co-Sale Agreement.

6.8 Accredited Investor Questionnaire.

Each Investor shall have executed an investor suitability questionnaire in form acceptable to the Company.

SECTION 7

MISCELLANEOUS

7.1 Election of CLNE Managers.

Promptly following the Closing, and in no event more than one (1) business day after the Closing, CLNE shall elect the CLNE Managers (as defined in the Operating Agreement), in accordance with the Operating Agreement.

7.2 Amendment.

Except as expressly provided herein, neither this Agreement nor any term hereof may be amended or waived other than by a written instrument referencing this Agreement and signed by (i) the Company and (ii) Investors holding a majority of the Common Units issued pursuant to this Agreement (which, in all cases, shall include CLNE); *provided, however*, that if any amendment or waiver operates in a manner that treats any Investor different from other Investors, the consent of such Investor shall also be required for such amendment or waiver. Any such amendment or waiver effected in accordance with this Section 7.2 shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities have been converted or exchanged or for which such securities have been exercised) and each future holder of all such securities. Each Investor acknowledges that by the operation of this Section 7.2, the holders of a majority of the Units issued pursuant to this Agreement and then outstanding will have the right and power to diminish or eliminate all rights of such Investor under this Agreement.

7.3 Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(a) if to an Investor, to the Investor's address or electronic mail address as shown in the Company's records, as may be updated in accordance with this Section 7.3 and, with respect to CLNE, with a copy (which shall not constitute notice) to Steven G. Rowles, Morrison & Foerster LLP, 12531 High Bluff Drive, Suite 100, San Diego, California 92130;

(b) if to any other holder of any Units, to such address or electronic mail address as shown in the Company's records, or, until any such holder so furnishes an address or electronic mail address to the Company, then to the address or electronic mail address of the last holder of such Units for which the Company has contact information in its records; or

(c) if to the Company, to the attention of the Chief Executive Officer or General Counsel of the Company at 480 Hercules Drive, Colchester, Vermont 05446, tevslin@ngadvantage.com (email address), or at such other current address as the Company shall have furnished to the Investors in accordance with this Section 7.3, with a copy (which shall not constitute notice) to Michael Nordtvedt, Wilson Sonsini Goodrich & Rosati, P.C., 701 Fifth Avenue, Suite 5100, Seattle, Washington 98104-7036.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via electronic mail, when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day.

7.4 Governing Law.

This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

7.5 Brokers or Finders.

The Company shall indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a brokerage or finder's fee or agent's commission (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, directors, employees, stockholders, agents or other representatives is responsible to the extent such liability is attributable to any inaccuracy or breach of the representations and warranties contained in Section 3.31, and the Investor agrees to indemnify and hold harmless the Company from any liability for any commission or compensation in the nature of a brokerage or finder's fee or agent's commission (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, managers, employees, members, agents or other representatives is responsible to the extent such liability is attributable to any inaccuracy or breach of the representations and warranties contained in Section 4.10.

7.6 Expenses.

The Company and the Investors shall each pay their own expenses in connection with the transactions contemplated by this Agreement.

7.7 Survival; Indemnification.

(a) The representations, warranties, covenants and agreements made in this Agreement shall survive the execution and delivery of the Agreements and the Closing and shall in no way be effected by any investigation made by or on behalf of any party hereto for two (2) years from the date of the Closing.

(b) The Company shall indemnify and hold harmless the Investor and each of its directors, officers, stockholders, affiliates, agents and representatives from and against and in respect of any and all actions, causes of action, suits, proceedings, claims, appeals, demands, assessments, judgment, losses, damages, liabilities, interest, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements incurred in connection therewith and in seeking indemnification therefor, and any amounts or expenses required to be paid or incurred in connection therewith), resulting from, arising out of, or imposed upon or incurred by any person to be indemnified hereunder by reason of any breach of any representation, warranty, covenant or agreement of the Company made in this Agreement, any of the other Agreements, or any certificate or other instrument delivered by or on behalf of the Company pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby.

7.8 Successors and Assigns.

This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company, except for any such assignment, transfer, delegation or sublicense by any Investor to any of its Permitted Transferees (as defined in the Operating Agreement). Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors, assigns, heirs, executors and administrators any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.9 Entire Agreement.

This Agreement, including the exhibits attached hereto and the other documents referred to herein, constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

7.10 No Waiver.

Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in

any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

7.11 Remedies.

In addition to being entitled to exercise all rights provided herein or granted by applicable law, each party hereto acknowledges and agrees that monetary damages may not adequately compensate an injured party for the breach of this Agreement by any other party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party waives any claim or defense that there is an adequate remedy at law for any such breach or threatened breach hereunder. All remedies, either under this Agreement or by applicable law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative and a party's exercise of any such remedy will not constitute a waiver of such party's right to assert any other legal remedy available to it.

7.12 Severability.

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

7.13 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

7.14 Telecopy Execution and Delivery.

A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

7.15 Jurisdiction; Venue.

Each of the parties hereto hereby submits and consents irrevocably to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the District of Delaware for the interpretation and enforcement of the provisions of this Agreement. Each of the parties hereto also agrees that the jurisdiction over the person of such parties and the subject matter of such dispute shall be effected by the mailing of process or other papers in connection with any such action in the manner provided for in Section 7.3 or in such other manner as may be lawful, and that service in such manner shall constitute valid and sufficient service of process.

7.16 Titles and Subtitles.

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

7.17 Further Assurances.

Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be reasonably necessary to more fully effectuate this Agreement.

7.18 Jury Trial.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(*signature pages follow*)

The parties are signing this Common Unit Purchase Agreement as of the date stated in the introductory clause.

NG ADVANTAGE LLC

a Delaware limited liability company

By: _____
Name: Tom Evslin
Title: Chief Executive Officer

(Signature page to the Common Unit Purchase Agreement)

The parties are signing this Common Unit Purchase Agreement as of the date stated in the introductory clause.

INVESTOR

CLEAN ENERGY
a California corporation

_____
Name: Andew J. Littlefair
Title: President and Chief Executive Officer

(Signature page to the Common Unit Purchase Agreement)

The parties are signing this Common Unit Purchase Agreement as of the date stated in the introductory clause.

INVESTOR

_____
(*Print investor name*)

_____
(*Signature*)

_____
(*Print name of signatory, if signing for an entity*)

_____
(*Print title of signatory, if signing for an entity*)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is dated as of October 14, 2014, by and between NG ADVANTAGE LLC, a Delaware limited liability company ("Seller"), and CLEAN ENERGY, a California corporation ("Buyer").

WHEREAS, Buyer and Seller have entered into a certain Common Unit Purchase Agreement dated as of the date hereof (the "Stock Purchase Agreement") pursuant to which Buyer has agreed to buy and Seller has agreed to sell a majority of the ownership units of Seller, subject to the terms and conditions contained therein.

WHEREAS, concurrently with the execution of the Stock Purchase Agreement, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, subject to the terms and conditions contained in this Agreement, certain real property, improvements, appurtenances, and personal property owned by Seller.

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Property Included in Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

(a) that certain real property consisting of approximately 6.30 acres, more or less, located in the Town of Milton, Vermont, and being more particularly described in Exhibit A attached hereto (the "Real Property");

(b) all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Real Property (but excluding any natural gas used by Seller pursuant to the Leaseback (hereinafter defined)), as well as all development rights, air rights, water, water rights, riparian rights and water stock relating to the Real Property and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Real Property and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing the Real Property (collectively, the "Appurtenances");

(c) subject to Seller's rights under the Leaseback with respect to the Reserved Property (as hereinafter defined), all of Seller's right, title and interest in and to all improvements and fixtures located on the Real Property, all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property, including all pipes, pipelines, compressors, dispensers, dryers, chillers, systems, facilities and equipment used in connection with the operation of a compressed natural gas distribution facility and fueling station on the Real Property (collectively, the "Improvements");

(d) subject to Seller's rights under the Leaseback with respect to the Reserved Property, all personal property owned by Seller located on or in or used in connection with the

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Real Property and Improvements as of the Closing Date (as defined in Paragraph 4 below) including, without limitation, those items described in Exhibit B attached hereto (the "Personal Property"); and

(e) subject to Seller's rights under the Leaseback with respect to the Reserved Property, any warranties, guarantees or sureties relating to the Real Property or the Personal Property (collectively, the "Intangible Property").

All of the items referred to in subparagraphs (a), (b), (c), (d) and (e) above are collectively referred to as the "Property."

Notwithstanding anything to the contrary set forth in this Agreement, the Property being conveyed pursuant to this Agreement does not include (and Seller expressly reserves all rights with respect thereto) (collectively, the "Excluded Property") (i) any existing claims or causes of action with respect to the Property to the extent attributable to the period prior to the Closing Date including, without limitation, any tax rebates attributable to the period prior to the Closing (ii) those items set forth on Exhibit C attached hereto and made a part hereof, (iii) all licenses, permits, certificates of occupancy, and approvals issued or granted in connection with the Real Property and the use or operation thereof; and (iv) all of Seller's right, title and interest in all federal, state and municipal land use permits and approvals for the use and occupancy of the Improvements on the Real Property (the "Permits").

2. Purchase Price.

(a) The purchase price of the Property is Nine Million Dollars ($9,000,000) (the "Purchase Price"). A portion of the Purchase Price, in the amount of Seven Million Two Hundred Thousand Dollars ($7,200,000) shall be paid by Buyer to Seller in immediately available funds upon the closing of the purchase and sale contemplated hereunder (the "Closing") as adjusted for adjustments for prorations as herein provided and less the amount of any withholding required to be made by Buyer under 32 V.S.A. Section 5847. For purposes of determining the sales taxes, real property transfer taxes, and real property taxes, the Purchase Price shall be allocated among the components of the Property as follows:

PURCHASE PRICE ALLOCATION

Personal Property Subtotal	$	2,000,000
Real Property	$	800,000
Building/Improvements	$	2,800,000
Goodwill	$	3,400,000
Total	$	9,000,000

The allocation described in this Subparagraph 2(a) shall be conclusive and binding upon Buyer and Seller.

(b) The remainder of the Purchase Price, in the amount of One Million Eight Hundred Thousand Dollars ($1,800,000), shall be paid in the form of an unsecured promissory note in the form attached hereto as Exhibit D (the "Note"), to be delivered by Buyer to Seller

upon the Closing. Seller hereby waives any vendor's lien or other lien, right, title or interest in the Property as security for the obligations of Buyer under the Note; acknowledges and agrees that Buyer's obligations under the Note are and shall be unsecured; and voluntarily accepts all risks associated with the acceptance of the unsecured Note.

(c) Notwithstanding anything to the contrary in this Agreement or in the Note, it is understood and agreed that, in accordance with the Leaseback, Seller shall be required to increase the capacity of the Property by adding two new compressors, a new chiller and heat exchanger, new electrical switchgear and a new dispenser to the Improvements within the period required pursuant to the Leaseback (the "Upgrade Work"). Buyer's obligation to pay the sums evidenced by the Note shall be due and payable on the Special Upgrade Work Rent Payment Date (as defined in the Leaseback). Seller acknowledges that, in accordance with the terms of the Leaseback, Seller, in its capacity as the tenant under the Leaseback, will be obligated to pay to Buyer, in its capacity as the landlord under the Leaseback, the Special Upgrade Work Rent Payment (as defined in the Leaseback) on the Special Upgrade Work Rent Payment Date (as defined in the Leaseback). If the Special Upgrade Work Rent Payment is not paid to Buyer on or prior to the Special Upgrade Work Rent Payment Date, Buyer may offset the amount of such Special Upgrade Work Rent Payment against the sums otherwise payable on the Note on the Special Upgrade Work Rent Payment Date.

3. Title to the Property.

(a) At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, the Appurtenances and the Improvements, by a duly executed and acknowledged warranty deed substantially in the form attached hereto as Exhibit E (the "Deed"). Evidence of delivery of marketable and insurable fee simple title shall be the issuance by Commonwealth Land Title Insurance Company (the "Title Company"), to Buyer of an ALTA owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property, the Appurtenances and the Improvements in Buyer, subject only to the lien of real property taxes not yet payable and the exceptions set forth on Exhibit F attached hereto (which shall include the rights of Seller under the Leaseback) (collectively, the "Permitted Exceptions"), and in a form approved by Buyer (the "Title Policy"). The Title Policy shall include such special endorsements as Buyer may require (the "Endorsements"). The Title Policy may include an exception for matters that would be shown by a current survey of the Real Property and Improvements. However, within ninety (90) after the Closing, Seller shall deliver to Buyer at Seller's expense an "as-built" survey of the Real Property and Improvements prepared by a surveyor or civil engineer licensed in the State in which the Property is located. Said survey shall be acceptable to, and certified to, Buyer and Title Company, signed by the surveyor or engineer preparing the survey and in sufficient detail to provide for a bring-down of the Title Policy without boundary, encroachment or survey exceptions, and shall meet the requirements set forth on Exhibit G attached hereto. Within thirty (30) days after the delivery of the survey to the Title Company, Buyer shall cause the Title Company to issue a bring-down to the Title Policy that removes the exception for matters that would be shown by a current survey of the Real Property and Improvements and replaces it with a specific survey exception that identifies only those matters that are disclosed by the survey; that specific survey exception shall

contain no matters that are objectionable to Buyer (unless affirmative coverage over such matters in a form acceptable to Buyer is included in the Title Policy bring-down).

(b) At the Closing, Seller shall transfer title to the Personal Property by a warranty bill of sale in the form attached hereto as Exhibit H (the "Bill of Sale"), such title to be free of any liens, encumbrances or interests.

(c) At the Closing, Seller shall transfer title to the Intangible Property by such instruments as Buyer may determine to be reasonably necessary, including, without limitation, an assignment of Intangible Property in the form attached hereto as Exhibit I (the "Assignment of Intangible Property").

(d) At or prior to the Closing, Seller shall cause all mortgages, equipment leases and other monetary liens and rights of third parties encumbering the Property to be paid and discharged in full, other than (i) inchoate mechanics' liens arising from the Upgrade Work for which no claim of lien has been asserted or recorded and as to which no past due amounts are payable by Seller and (ii) leases related to Excluded Property.

(e) Within thirty (30) after the Closing, Seller shall deliver to Buyer at Seller's expense true and correct copies of all zoning permits for the Property (which shall confirm that the current use of the Property is in compliance with all applicable zoning requirements) and certificates of occupancy for two office trailers that Seller added to the site in 2013.

4. Closing and Escrow.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Buyer's local counsel, Robert H. Rushford of Gravel & Shea PC, and this Agreement shall serve as instructions to Robert H. Rushford as the escrow holder for consummation of the purchase and sale contemplated hereby substantially concurrently with the execution and delivery of this Agreement. Seller and Buyer agree to execute such additional escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

(b) The parties shall endeavor to conduct an escrow Closing pursuant to Subparagraph 4(a) above. If, however, an escrow Closing is not practical, the Closing hereunder shall be held and delivery of all items to be made at the Closing shall be made at the offices of Morrison & Foerster LLP in San Diego, California. The Closing shall occur substantially concurrently with the execution and delivery of this Agreement (date on which the Closing occurs is referred to herein as the "Closing Date").

(c) At or before the Closing, Seller shall deliver to Buyer or the Title Company, as appropriate, the following:

(i) a duly executed and acknowledged Deed;

(ii) a duly executed Bill of Sale;

(iii) a duly executed lease between Seller, as tenant, and Buyer, as landlord, in the form attached hereto as Exhibit J (the "Leaseback");

(iv) a duly executed Assignment of Intangible Property;

(v) copies (to the extent available and in Seller's possession) of the building Permits and certificates of occupancy for the Improvements;

(vi) each of the following, duly executed and in form sufficient for filing, and to the extent applicable: (i) Vermont Property Transfer Tax Return; (ii) Vermont Land Gains Tax Return (if applicable); and (iii) Vermont Non-Resident Withholding Tax Return (if applicable);

(vii) a FIRPTA affidavit (in the form attached as Exhibit K) pursuant to Section 1445(b)(2) of the Internal Revenue Code of 1986 (the "Code"), and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code;

(viii) such resolutions, authorizations, bylaws or other corporate and/or partnership documents or agreements relating to Seller and its shareholders as shall be reasonably required by Buyer;

(ix) closing statement in form and content satisfactory to Buyer and Seller; and

(x) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(d) At or before the Closing, Buyer shall deliver to Seller or the Title Company, as appropriate, the following:

(i) the Note, duly executed;

(ii) a duly executed Leaseback;

(iii) a duly executed Assignment of Intangible Property; and

(iv) a closing statement in form and content satisfactory to Buyer and Seller.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by the escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof. Seller and Buyer

hereby designate Robert H. Rushford of Gravel & Shea PC as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Code and the regulations promulgated thereunder.

(f) The following are to be apportioned as of the Closing Date, as follows:

(i) Utility Charges. Since Seller (in its capacity as the tenant under the Leaseback) is paying the utility charges and other operating expenses under the Leaseback, there shall be no proration of the costs of utility charges or other operating expenses, and Seller shall be responsible for the payment of all such costs both with respect to the period prior to the Close of Escrow and, pursuant to the terms of the Leaseback, with respect to the period following the Close of Escrow. After the Closing, Seller shall remain the party to which utility charges shall be billed, and Seller shall be responsible for the payment of such utility charges, for so long as the Leaseback shall remain in effect.

(ii) Real Estate Taxes and Special Assessments. Since Seller (in its capacity as the tenant under the Leaseback) is paying the real property taxes and other assessments under the Leaseback, there shall be no proration of the real property taxes or other assessments, and Seller shall be responsible for the payment of all real property taxes and other assessments both with respect to the period prior to the Close of Escrow and, pursuant to the terms of the Leaseback, with respect to the period following the Close of Escrow. On or prior to the Closing Date, Seller shall pay all real property taxes and assessments that are delinquent.

(iii) Preliminary Closing Adjustment. Seller and Buyer shall jointly prepare a preliminary Closing adjustment on the basis of the Leases and other sources of income and expenses, and shall deliver such computation to the Title Company prior to Closing.

(iv) Post-Closing Reconciliation. If any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then they shall be calculated as soon after the Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(v) Survival. The provisions of this Subparagraph 4(f) shall survive the Closing.

(g) Closing Costs. Buyer and Seller shall each pay their own attorneys' fees. Seller shall pay one hundred percent (100%) of the Vermont Land Gains Tax applicable to the Real Property, if any, due on account of the transactions contemplated by this Agreement and fifty percent (50%) of the cost of any transfer taxes or documentary stamp taxes applicable to the sale. Seller shall pay for an ALTA survey for the Property, sales tax (if any) on the Personal Property, the premium for the Title Policy (and bring-down thereof pursuant to Paragraph 3(a)) and the cost of the Endorsements and related title examination charges, the cost of recording all documents to remove encumbrances or defects in Seller's title to the Property, if any, any costs, premiums or

fees associated with payment of debt encumbering the Property, and fifty percent (50%) of the escrow fees. Buyer shall pay the cost of recording the Deed, fifty percent (50%) of the cost of any transfer taxes or documentary stamp taxes applicable to the sale, and fifty percent (50%) of the escrow fees. All other costs and charges of the escrow for the sale not otherwise

provided for in this Subparagraph 4(g) or elsewhere in this Agreement shall be allocated in accordance with the closing customs for the county in which the Real Property is located. Seller shall indemnify, defend, protect and hold harmless Buyer against all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) that may be suffered or incurred by Buyer (including, without limitation, any tax liens that may be imposed upon the Property or any other asset of Buyer) as a result of the failure on the part of Seller to pay any required sales taxes or to file any sales tax return or report.

(h) Withholding. At the Closing, Seller shall provide to Buyer a sworn statement that Seller is a Vermont resident also setting forth Seller's social security number, or a certificate from the Vermont Commissioner of Taxes, stating that no income tax is due with respect to the transaction or that Seller has provided adequate security to cover the liability; otherwise, consistent with Buyer's obligations under 32 V.S.A. Section 5847, Buyer shall be entitled to withhold 2.5% of the consideration payable to Seller.

(i) Bulk Transfers. The parties waive compliance with the applicable provisions of the bulk sales law of the State of Vermont under 32 V.S.A. § 3260 in connection with the sale of the Property to Buyer. Seller shall indemnify, defend, protect and hold harmless Buyer against all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) that may be suffered or incurred by Buyer arising out of any third-party assertions against Buyer as a result of such noncompliance.

(j) Vermont Land Gains Tax. The provisions of Schedule 4(j) attached hereto are incorporated herein by this reference.

5. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) To the Seller's actual knowledge, there are no material physical or mechanical defects of the Property, including, without limitation, the structural and load-bearing components of the Property, the roof(s), the parking lot(s), the plumbing, heating, air conditioning and electrical and life safety systems, and all such items are in good operating condition and repair and, to the best of Seller's knowledge, in compliance with applicable building codes, environmental, zoning and land use laws, and other applicable local, state and federal laws and regulations (collectively, "Laws").

(b) To the Seller's actual knowledge, the use and operation of the Property now are, and at the time of Closing will be, in compliance with all Laws.

(c) To Seller's actual knowledge, there are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

(d) All water, sewer, gas, electric, telephone, and drainage facilities and all other utilities required by law or by the normal use and operation of the Property are and at the

time of Closing will be installed to the property lines of the Real Property, are and at the time of Closing will be connected pursuant to valid permits.

(e) Except as provided in Section 3(e) above, Seller has obtained all licenses, permits, variances, approvals, authorizations, easements and rights of way, including proof of dedication, required from all governmental authorities having jurisdiction over the Property or from private parties for the intended use, operation and occupancy of the Property and to insure vehicular and pedestrian ingress to and egress from the Property.

(f) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; Seller is duly qualified as a foreign limited liability company in the State of Vermont; this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Seller or the Property is subject.

(g) At the time of Closing there will be no outstanding written or oral contracts made by Seller for any improvements to the Property which have not been fully paid for (except for contracts for the Upgrade Work listed on Exhibit L under which no sums payable by Seller are delinquent).

(h) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

(i) Neither the Property nor, to Seller's actual knowledge, any real estate in the vicinity of the Property, is in violation of any Environmental Requirement, as hereinafter defined. Neither Seller nor, to Seller's actual knowledge, any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Substance, as hereinafter defined, in violation of Environmental Requirements, on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Substance over the Property in violation of Environmental Requirements. Neither Seller nor, to Seller's actual knowledge, any third party has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Requirements, and, to Seller's actual knowledge, there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property and, to Seller's actual knowledge, no storage tank has been installed on, used on or removed from or used in connection with the Property in violation of any Environmental Requirements. To Seller's actual knowledge, the Property does not consist of any building materials that contain any Hazardous Substance.

(j) There are no contracts that would burden the Property or for which Buyer would have any liability following the Closing Date (other than service and other contracts for which Seller shall have sole responsibility in connection with its own operations on the Property pursuant to the Leaseback and under which Seller shall retain all obligations).

(k) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

(l) There are no leases, agreements or options to lease, or rights of first refusal or first opportunity to lease in effect with respect to any portion of the Property.

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows: Buyer is a corporation, duly organized and validly existing under the laws of the State of California; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is subject.

7. Indemnification.

(a) Each party hereby agrees to indemnify the other party and defend and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, attorneys' fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement.

(b) Seller agrees to indemnify Buyer and its Buyer's affiliates, lenders, and the directors, officers, partners, employees, attorneys and agents, heirs, personal representatives, successors and assigns of the foregoing ("Buyer Entities") and defend, protect and hold Buyer and the Buyer Entities harmless from and against any and all liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories) asserted against or incurred or suffered by Buyer or any of the Buyer Entities resulting from any claim or demand of any person other than the Buyer Entities (including, without limitation, any governmental agency) that arises from or relates to any act, condition or event relating to or occurring in, on or about the Property before the Closing Date, other than Environmental Claims and Losses (as hereinafter defined) for which Seller's indemnification obligations shall be as provided in Section 7(c).

(c) In addition to its obligations under Section 7(b), Seller agrees to indemnify Buyer and all Buyer Entities and defend, protect and hold Buyer and the Buyer Entities harmless from and against any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories), of any and every kind and character, contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, made, incurred, suffered, brought, or imposed at any time and from time to time, and arising in whole or in part from any of the following matters, regardless of whether caused by Seller, any of Seller's employees, agents, contractors, servants, visitors, suppliers, or invitees, any prior owner of the Property or its tenant

or subtenant, or any third party, and whether now existing or hereafter arising (all, collectively, "Environmental Claims and Losses"):

(i) The presence of any Hazardous Substance (as hereinafter defined) on the Property, or any escape, seepage, leakage, spillage, emission, release, discharge or disposal of any Hazardous Substance on or from the Property, or the migration or release or threatened migration or release of any Hazardous Substance to, from or through the Property; or

(ii) Any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Substance which is or was present on the Property; or

(iii) Any violation of any Environmental Requirement (as hereinafter defined), regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of such act, omission, event or circumstance; or

(iv) Any investigative, enforcement, cleanup, removal, containment, remedial or other private or governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement against or with respect to the Property or any condition, use or activity on the Property, and any claim at any time threatened or made by any person against or with respect to the Property or any condition, use or activity on the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Substance or any Environmental Requirement; or

(v) The filing or imposition of any environmental lien against the Property, because of, resulting from, in connection with, or arising out of any of the matters referred to in clauses (i) through (iv) preceding.

Without limiting the generality of the foregoing, the matters for which Seller shall be responsible pursuant to its indemnification obligations under this Paragraph 7(c) include: (A) the investigation or remediation of any such Hazardous Substance or violation of any such Environmental Requirement, including the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, monitoring or similar work required by any Environmental Requirement or necessary to have full use and benefit of the Property; (B) injury or damage to any person, property or natural resource occurring on or off the Property, including the cost of demolition and rebuilding of any improvements on real property; (C) all liability to pay or indemnify any person or governmental authority for costs expended in connection with any of the matters included

within the foregoing indemnification obligations; (D) the investigation and defense of any claim, whether or not such claim is ultimately defeated; and (E) the settlement of any claim or judgment.

(d) Upon demand by any party entitled to indemnification hereunder, the indemnifying party shall diligently defend the claim for which indemnification has been asserted,

all at the indemnifying party's sole cost and expense and by counsel to be approved by the party entitled to indemnification in the exercise of its reasonable judgment. In the alternative, at any time any party entitled to indemnification may elect to conduct its own defense through counsel selected by such party and at the cost and expense of the indemnifying party.

(e) The indemnification provisions of this Paragraph 7 and in Paragraphs 4(g) and 4(i) shall survive beyond the Closing, or, if the Closing does not occur pursuant to this Agreement, beyond any termination of this Agreement.

(f) As used herein:

(i) The term "Hazardous Substance" means (A) any and all substances, chemicals, wastes, sewage, materials or emissions which are now or hereafter regulated, controlled, prohibited or otherwise affected by any Environmental Requirements now or hereafter in effect including, without limitation, any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., the Hazardous Substances Transportation Act, 49 U.S.C. § 1801, et seq., as amended, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., or the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.; federal, state or local laws, ordinances, rules, regulations, court orders or common law related in any way to the protection of the environment, health or safety; (B) any substance the presence of which at the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of human beings; and (C) any substance the presence of which at the Property or at nearby or adjacent properties could constitute a trespass. In addition to the foregoing, to the extent not already included therein, the term "Hazardous Substance" also means (I) asbestos (including, without limitation, asbestos containing materials); (II) flammable, explosive, infectious, carcinogenic, mutagenic, or radioactive materials; (III) petroleum or any substance containing or consisting of petroleum hydrocarbons (including, without limitation, gasoline, diesel fuel, motor oil, waste oil, grease or any other fraction of crude oil); (IV) paints and solvents; (V) lead; (VI) cyanide; (VII) DDT; (VIII) printing inks; (IX) acids; (X) pesticides; (XI) ammonium compounds; (XII) polychlorinated biphenyls; (XIII) radon and radon gas; and (XIV) electromagnetic or magnetic materials, substances or emissions.

(ii) The term "Environmental Requirement" means all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all governmental agencies, authorities, departments, commissions, boards, bureaus, or instrumentalities of the United States, any state (including, without limitation, the State of Vermont) and any political subdivisions thereof, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders, all covenants, easements, and restrictions of record, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Buyer's engineers and/or consultants in any way relating to (A) industrial hygiene, (B) environmental conditions on, in, under, or about the Property, including soil and groundwater conditions, (C) the use, generation, manufacture, production, installation,

maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance) or (D) the protection or other regulation of human health or safety, natural resources or the environment, including, without limitation, all of the statutes, ordinances, codes, rules, regulations, orders, decrees, permits and other laws referred to in Paragraph 7(e)(i) above.

8. Possession. Subject to the Leaseback, possession of the Property shall be delivered to Buyer on the Closing Date.

9. Cooperation. Seller and Buyer shall cooperate and do all acts as may be reasonably required or requested by the other with regard to the consummation of the transactions contemplated hereby including execution of any documents, applications or permits. Seller hereby irrevocably authorizes Buyer and its agents to make all inquiries of any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence.

10. Miscellaneous.

(a) Allocation of Purchase Price. If necessary, Buyer and Seller each agree to file an IRS Form 8594 in compliance with Section 1060 of the Code, as amended, and applicable regulations. The filings shall be made on a consistent basis and in accordance with the allocations in Subparagraph 2(a) of this Agreement.

(b) Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by United Parcel Service or another reputable commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email, and such notices shall be addressed as follows:

If to Seller: NG Advantage LLC
480 Hercules Drive
Colchester, VT 05446
Attention: Tom Evslin
Email: tevslin@ngadvantage.com

With a copy to: Wilson Sonsini Goodrich & Rosati, P.C.

650 Page Mill Road
Palo Alto, CA 94304-1050
Attention: Matthew Smith, Esq.
Email: msmith@wsgr.com

If to Buyer: Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attention: Vice President and General Counsel
Email: njensen@cleanenergyfuels.com

With a copy to: Morrison & Foerster LLP
12531 High Bluff Drive
San Diego, CA 92130-2040
Attention: Steven Rowles, Esq.
Email: srowles@mofo.com

or to such other address as either party may from time to time specify in writing to the other party. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United Parcel Service or an overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to United Parcel Service or courier. If any notice is transmitted by email, the notice shall be deemed received on the date of transmission, provided that the sender obtains evidence of transmission acceptance or verification and, if the transmission occurs after 5:00 p.m. (at the destination), then on the next business day. If notice is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

(c) Brokers and Finders. Each party represents and warrants to the other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. In the event that any broker or finder perfects a claim for commission or finder's fee based upon the transactions contemplated by this Agreement, the party through whom such broker or finder makes a claim shall indemnify, save harmless and defend the other party from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. The provisions of this paragraph shall survive the Closing.

(d) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Buyer shall have the right, with notice to Seller (but without the necessity of Seller's consent), to assign its right, title and interest in and to this Agreement to one or more assignees at any time before the Closing Date, and in such event, the party originally designated as Buyer shall be relieved of any and all obligations under this Agreement and any other instruments executed pursuant hereto, and such assignee(s) shall be substituted in its place and will assume all obligations of Buyer hereunder.

(e) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(f) Deadlines on Non-Business Days. In the event any deadline specified herein falls on a day which is not a regular business day, then the deadline shall be extended to the end of the next following regular business day.

(g) Continuation and Survival of Representations and Warranties, Etc.; Rights of Offset against the Note. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and

correct as of the time of Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

(i) Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof.

(j) Enforcement. If either party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

(k) Time of the Essence. Time is of the essence of this Agreement.

(l) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(m) Effective Date. As used herein, the term "Effective Date" shall mean the first date on which both Seller and Buyer shall have executed this Agreement.

(n) Counterparts. This Agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on all parties hereto, even though all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BUYER: **CLEAN ENERGY,**
a California corporation

Date: October 14, 2014

By: /s/ Andrew J. Littlefair

Name: Andrew J. Littlefair

Title: President and Chief Executive Officer

SELLER: **NG ADVANTAGE LLC,**
a Delaware limited liability company

Date: October 14, 2014

By: /s/ Tom Evslin

Name: Tom Evslin

Title: Chief Executive Officer

Robert H. Rushford of Gravel & Shea PC agrees to act as escrow holder in accordance with the terms of this Agreement and to act as the Reporting Person (as such term is defined in this Agreement).

ROBERT H. RUSHFORD

By: /s/ Robert H. Rushford

Name: Robert H. Rushford

Title: Partner

Dated: October 14, 2014

LEASE

BY AND BETWEEN

CLEAN ENERGY

"LANDLORD"

AND

NG ADVANTAGE LLC

"TENANT"

DATED: OCTOBER 14, 2014

LEASE

1. Basic Provisions. ("Basic Provisions").

1.1 Parties. This Lease ("Lease") dated October 14, 2014 (the "Effective Date"), is made by and between Clean Energy, a California corporation ("Landlord"), and NG Advantage LLC, a Delaware limited liability company ("Tenant") (collectively, the "Parties" or individually, a "Party").

1.2 Premises. The premises ("Premises") which are the subject of this Lease consist of the following:

(a) that certain real property consisting of approximately 6.30 acres, more or less, located in the Town of Milton, Vermont, and being more particularly described in Exhibit A attached hereto (the "Real Property");

(b) all of Landlord's right, title and interest in and to all improvements and fixtures located on the Real Property, all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property, including all pipes, pipelines, compressors, dispensers, dryers, chillers, systems, facilities and equipment used in connection with the operation of a compressed natural gas distribution facility and fueling station on the Real Property (collectively, the "Improvements"); and

(c) all personal property owned by Landlord located on or in or used in connection with the Real Property and Improvements as of the date hereof, including, without limitation, those items described in Exhibit B attached hereto together with all replacements, parts, additions, accessories and substitutions thereto and therefor (the "Personal Property").

Prior to the Commencement Date, Tenant owned the Premises, and upon the Commencement Date, Tenant sold the Premises to Landlord in exchange for cash and a certain promissory note in favor of Tenant, as lender (the "Note"), in accordance with the terms of the Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement").

1.3 Term. 7 years ("Term") commencing October 14, 2014 ("Commencement Date") and ending October 13, 2021 ("Expiration Date"), unless extended in accordance with Addendum #1 attached hereto or sooner terminated in accordance with this Lease.

1.4 Base Rent. The "Base Rent" payable under this Lease shall initially equal $84,000 per month, and Base Rent in the amount of $84,000 is payable on the Effective Date of this Lease for the period October 14, 2014 through November 14, 2014. Base Rent shall be increased by the amount of $21,000 (the "Upgrade Rental Increment") to $105,000 upon the first day of the first month following the Upgrade In-Service Date, as hereinafter defined (such day, the "Special Upgrade Work Rent Payment Date"). On or prior to the Special Upgrade Work Rent Payment Date, Tenant shall pay to Landlord a special rental payment (the "Special Upgrade Work Rent Payment") in an amount equal to the sum of (a) the sum of $9,000 multiplied by the number of whole months during the period commencing on the Effective Date and ending on the day prior to the Special Upgrade Work Rent Payment Date plus (b) a prorated portion of a

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monthly amount equal to the Upgrade Rental Increment for any partial month during such period, subject to Landlord's offset rights on account thereof under the Note.

1.5 Tenant's Share of Operating Expenses. ("Tenant's Share").

(a) Operating Expenses 100%

1.6 Tenant's Estimated Monthly Rent Payment. Following is the estimated monthly Rent payment to Landlord pursuant to the provisions of this Lease. This estimate is made at the inception of the Lease and is subject to adjustment pursuant to the provisions of this Lease:

(a) Base Rent (Paragraph 4.1):

$84,000 through Special Upgrade Work Rent Payment Date; $105,000 thereafter, except as provided in Addendum #1

(b) Operating Expenses (Paragraph 4.2, excluding Lease-Related Taxes, and Landlord Insurance):

Not expected to be payable monthly

(c) Lease-Related Taxes (Paragraph 10):

Not expected to be payable monthly

(d) Estimated Monthly Payment (sum of (a), (b) and (c)):

$84,000 through Special Upgrade Work Rent Payment Date; $105,000 thereafter, except as provided in Addendum #1

1.7 Security Deposit. Not applicable.

1.8 Permitted Use. ("Permitted Use") Compressed natural gas distribution facility and fueling station.

1.9 Guarantor. N/A

1.10 Addenda. Attached hereto are the following Addenda, all of which constitute a part of this Lease:

(a) Addendum #1 (Option to Extend)

1.11 Exhibits. Attached hereto are the following Exhibits, all of which constitute a part of this Lease:

Exhibit A: Description of Real Property

Exhibit B: Description of Personal Property

1.12 Address for Rent Payments. All amounts payable by Tenant to Landlord shall, until further notice from Landlord, be paid to Landlord at the following address:

Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attention: Accounts Receivable

2. Premises.

2.1 Letting. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants, and conditions, set forth in this Lease. Any statement of square footage or acreage set forth in this Lease or that may have been used in calculating Base Rent and/or Operating Expenses is an approximation which Landlord and Tenant agree is reasonable, and the Base Rent and Tenant's Share based thereon is not subject to revision whether or not the actual square footage or acreage is more or less.

2.2 [Reserved].

2.3 Waivers and Disclaimers. **LANDLORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER. TENANT ACKNOWLEDGES AND AGREES THAT IT IS LEASING THE PREMISES "AS-IS WHERE-IS" WITHOUT REPRESENTATION, WARRANTY OR COVENANT (EXPRESS OR IMPLIED) BY LANDLORD AND IN EACH CASE SUBJECT TO (A) THE EXISTING STATE OF TITLE, (B) THE RIGHTS OF ANY PARTIES IN POSSESSION THEREOF (IF ANY), (C) ANY STATE OF FACTS REGARDING ITS PHYSICAL CONDITION OR WHICH AN ACCURATE SURVEY MIGHT SHOW, (D) ALL LAWS, REGULATIONS, RULES AND ORDERS AFFECTING THE PREMISES, AND (E) ANY VIOLATIONS OF LAWS, REGULATIONS, RULES AND ORDERS AFFECTING THE PREMISES WHICH MAY EXIST ON THE DATE HEREOF. LANDLORD HAS NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION, WARRANTY OR COVENANT (EXPRESS OR IMPLIED) NOR SHALL BE DEEMED TO HAVE ANY LIABILITY WHATSOEVER AS TO THE TITLE, VALUE, HABITABILITY, USE, CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE PREMISES (OR ANY PART THEREOF), OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), OR AS TO THE LACK OF INFRINGEMENT ON ANY PATENT, TRADEMARK OR COPYRIGHT, THE CONFORMITY OF THE PREMISES TO THE DESCRIPTION THEREOF IN THIS LEASE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE PREMISES (OR ANY PART THEREOF), AND LANDLORD SHALL NOT BE LIABLE FOR ANY LATENT, HIDDEN, OR PATENT DEFECT THEREON OR THE FAILURE OF THE PREMISES, OR ANY PART THEREOF, TO COMPLY WITH ANY LAW. LANDLORD HAS NOT GIVEN, AND LANDLORD**

HEREBY DISCLAIMS, ANY ADVICE, REPRESENTATION, WARRANTY OR COVENANT, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THIS LEASE OR THE TRANSACTIONS CONTEMPLATED BY THIS LEASE, AND TENANT HEREBY DISCLAIMS ANY RELIANCE ON LANDLORD WITH RESPECT TO ANY OF

THE FOREGOING. LANDLORD SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER, MANUFACTURER, DISTRIBUTOR OR OTHER SELLER (OR ANY SALES REPRESENTATIVE OR AGENT THEREOF) OF ANY PORTION OF THE PREMISES. IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. LANDLORD SHALL NOT BE LIABLE FOR ANY DELAY IN THE DELIVERY OR INSTALLATION OF ANY EQUIPMENT, MACHINERY OR PERSONAL PROPERTY. TENANT HAS SELECTED AND, WITH RESPECT TO THE UPGRADE WORK, SHALL SELECT ALL EQUIPMENT, MACHINERY OR PERSONAL PROPERTY WITHOUT LANDLORD'S ASSISTANCE, AND TENANT EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENT OR REPRESENTATION MADE BY LANDLORD IN CONNECTION WITH THE SELECTION, SHIPMENT, DELIVERY AND INSTALLATION OF ANY EQUIPMENT, MACHINERY OR PERSONAL PROPERTY INCLUDED WITHIN THE DEFINITION OF THE PREMISES. LANDLORD IS NOT A MANUFACTURER OF ANY EQUIPMENT, MACHINERY OR PERSONAL PROPERTY INCLUDED WITHIN THE DEFINITION OF THE PREMISES. TENANT EXPRESSLY ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL, FINANCIAL AND LEGAL CONDITIONS MAY NOT BE REVEALED BY TENANT'S INSPECTION OF THE PROPERTY. WITHOUT LIMITING THE SCOPE OR GENERALITY OF THE FOREGOING, TENANT EXPRESSLY ASSUMES THE RISK THAT THE PREMISES DOES NOT OR WILL NOT COMPLY WITH ANY ENVIRONMENTAL REQUIREMENTS OR OTHER LAWS NOW OR HEREAFTER IN EFFECT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TENANT WAIVES THOSE RIGHTS AND REMEDIES AGAINST A LANDLORD CONFERRED UPON A TENANT BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (INCLUDING ANY RIGHTS OR REMEDIES TENANT MAY HAVE UNDER SECTIONS 2A-508 — 2A-522 THEREOF), TO THE EXTENT APPLICABLE TO THE PREMISES, AND THOSE RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LANDLORD'S RIGHTS SET FORTH IN THIS LEASE. The provisions of this Paragraph 2.6 have been negotiated by the Landlord and Tenant after due consideration for the Rent payable hereunder and as part of the consideration for the transfer of the Premises from Tenant to Landlord pursuant to the Purchase Agreement, and are intended to be a complete exclusion and negation of any representations or warranties of the Landlord, express or implied, with respect to the Premises that may arise pursuant to any law now or hereafter in effect, or otherwise.

2.4 Assignment of Warranties, Etc. To the extent permitted, Landlord hereby assigns to Tenant, for the Term, all warranties, indemnities, and representations provided by the manufacturer or supplier of any portion of the Premises, subject to Tenant's obligation to reassign to Landlord all such warranties, indemnities and representations upon any repossession

of any applicable portion of the Premises and upon the termination of this Lease. Tenant shall have the right to take any action it deems appropriate to enforce such warranties, indemnities and representations provided such enforcement is pursued in Tenant's name and at its expense. Any recovery resulting from any such enforcement efforts will be divided between Landlord and Tenant as their interests may appear.

2.5 Acknowledgment of Information concerning Seller/Supplier. With respect to any items of equipment, machinery or Personal Property included within the definition of the Premises, Tenant, by its execution of this Lease, acknowledges that Landlord has informed it (a) of the identity of the seller or supplier of any items of equipment, machinery or Personal Property included within the definition of the Premises as of the date hereof; (b) that the identity of the seller or supplier of any items of equipment, machinery or Personal Property to be included within the definition of the Premises in connection with the Upgrade Work will be available to Tenant, (c) Tenant is entitled under Article 2A of the Uniform Commercial Code to the promises and warranties, including those of any third party, provided to Landlord in connection with, or as a part of, the applicable purchase order, invoice, purchase and sale agreement or other purchase documentation relating to any such item, and (d) Tenant may communicate with the applicable seller or supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.

3. Term.

3.1 Term. The Commencement Date, Expiration Date, and Term of this Lease are as specified in Paragraph 1.3.

4. Rent.

4.1 Base Rent. Tenant shall pay to Landlord Base Rent and other monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations are herein referred to as "Additional Rent") in lawful money of the United States, without offset or deduction. Commencing on the Effective Date and on the same day as the Effective Date of each and every month thereafter during the Term, Tenant shall pay to Landlord Base Rent in advance. Other monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations are herein referred to as "Additional Rent") shall be paid to Landlord within thirty (30) days following Tenant's receipt from Landlord of an invoice detailing such Additional Rent. Base Rent (and, to the extent applicable, Additional Rent) for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and Additional Rent shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant. Base Rent and Additional Rent are collectively referred to as "Rent." All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be Rent. Rent shall be paid absolutely net to Landlord or its designee, so that this Lease shall yield to Landlord the full amount thereof, without setoff, deduction or reduction. Without limiting the foregoing, all payments and reimbursements to Landlord made by or on account of any obligation of Tenant under this Lease shall be free and clear of and without deduction for any and all taxes, levies, imposts, deductions, assessments, charges or withholdings, and all liabilities with respect thereto of any nature

whatsoever ("Taxes"), except for Excluded Taxes, as hereinafter defined. If Tenant shall be required by law to deduct any such amounts from or in respect of any sum payable under this Lease to Landlord, then the sum payable to Landlord shall be increased as may be necessary so that, after making all required deductions for Taxes (including any deductions for Taxes as may apply to such increase), Landlord receives an amount equal to the sum it would have received had no such deductions for Taxes been made. If Landlord incurs any obligation for Taxes on account of any payments or reimbursements to Landlord made by or on account of any obligation of Tenant under this Lease, then Tenant shall promptly pay to Landlord upon demand such additional amounts necessary to compensate Landlord, on an after-tax basis, for any Taxes incurred by Landlord with respect to such payments or reimbursements. As used herein, "Excluded Taxes" means income or franchise taxes imposed on (or measured by) Landlord's net assets, receipts or income by the United States of America, or by the jurisdiction under the laws of which Landlord is organized or in which Landlord's principal office is located.

4.2 Operating Expenses. To the extent that any Operating Expenses are not paid directly by Tenant, Tenant shall pay to Landlord in accordance with Paragraph 4.1, Tenant's Share of all Operating Expenses:

(a) "Operating Expenses" are, the following costs, to the extent incurred by Landlord relating to the ownership and operation of the Premises and not paid directly by Tenant:

(i) The operation, repair, maintenance, and replacement, in neat, clean, good order, and condition of the parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, drainage systems, lighting facilities, fences and gates, exterior signs, and tenant directories.

(ii) Water, gas, electricity, telephone, and other utilities servicing the Premises.

(iii) Trash disposal, janitorial services, snow removal, property management, and security services.

(iv) [Reserved]

(v) Lease-Related Taxes, as hereinafter defined.

(vi) Monthly amortization of capital improvements to the Premises. The monthly amortization of any given capital improvement shall be the sum of the (a) quotient obtained by dividing the cost of the capital improvement by Landlord's estimate of the number of months of useful life of such improvement plus (b) an amount equal to the cost of the capital improvement times 1/12 of the lesser of 10% or the maximum annual interest rate permitted by law.

(vii) Maintenance of the Improvements including, but not limited to, painting, caulking, and repair and replacement of Improvements components, including, but not limited to, roof membrane, and fire detection and sprinkler systems.

(viii) Heating, ventilating, and air conditioning systems ("HVAC").

(ix) If Tenant fails to maintain the Premises, any expense incurred by Landlord for such maintenance.

(b) The inclusion of the improvements, facilities, and services set forth in Subparagraph 4.2(a) shall not impose any obligation upon Landlord either to have said improvements or facilities or to provide those services.

4.3 Net Lease. Except as expressly set forth in this Lease, the obligations of Tenant hereunder shall be noncancelable, absolute and unconditional under all circumstances for the Term of this Lease. Any present or future law to the contrary notwithstanding, this Lease shall not terminate, nor shall Tenant be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the Base Rent or Additional Rent, nor shall the obligations of Tenant hereunder be affected (except as expressly herein permitted and by performance of the obligations in connection therewith) for any reason whatsoever, including without limitation by reason of: (a) any damage to or destruction to any portion of the Premises or any part thereof; (b) any taking of any portion of the Premises or any part thereof or interest therein by condemnation or otherwise; (c) any prohibition, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any Person or for any other reason; (d) any title defect, lien or any matter affecting title to the Premises; (e) any eviction by paramount title or otherwise; (f) any default by Landlord hereunder; (g) any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting Landlord, Tenant, or any governmental authority; (h) the impossibility or illegality of performance by Landlord, Tenant or both; (i) any action of any governmental authority or any other Person; (j) breach of any warranty or representation with respect to the Premises or any other agreement; (k) any defect in the condition, quality or fitness for use of the Premises or any part thereof; or (l) any other cause or circumstance whether similar or dissimilar to the foregoing and whether or not Tenant shall have notice or knowledge of any of the foregoing. Tenant hereby waives all right (a) to terminate, surrender or repudiate this Lease, (b) to avail itself of any abatement, suspension, deferment, reduction, setoff, counterclaim or defense with respect to any Base Rent or Additional Rent, or (c) reject or revoke acceptance of any portion of the Premises. Tenant shall remain obligated under this Lease in accordance with its terms and Tenant hereby waives any and all rights now or hereafter conferred by statute or otherwise to modify or to avoid strict compliance with its obligations under this Lease. The parties intend that the obligations of Tenant hereunder shall be covenants, agreements and obligations that are separate and independent from any obligations of Landlord hereunder and shall continue unaffected unless such covenants, agreements and obligations shall have been modified or terminated in accordance with an express provision of this Lease. Nothing in this Paragraph 4.3 or any other provision of this Lease shall constitute a waiver by Tenant of its right to bring an independent cause of action for damages, injunctive relief or declaratory judgment against Landlord for any default or breach by Landlord under this Lease or under any other agreement; provided, however, that no such cause of action shall under any circumstances entitle Tenant to off-set, abate, deduct from or defer the payment of Rent. Landlord and Tenant acknowledge and agree that the provisions of this Paragraph 4.3 have been specifically reviewed and subjected to negotiation.

5. Security Deposit. [Reserved]

6. Use.

6.1 Permitted Use. Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8. Tenant shall not commit any nuisance, permit the emission of any objectionable noise or odor, suffer any waste, or make any use of the Premises which is contrary to any law or ordinance, which will invalidate or increase the premiums for any of Landlord's insurance, or for any consumer, personal, home or family purposes.

6.2 Hazardous Substances.

(a) Permitted Uses of Hazardous Substances. Tenant shall be permitted to use those Hazardous Substances (as hereinafter defined) Tenant reasonably deems appropriate in its operation of the Premises for the Permitted Use, provided such activities are in compliance with all Environmental Requirements (as hereinafter defined).

(b) Duty to Inform Landlord. Promptly upon Tenant's actual knowledge of the presence of Hazardous Substances in any portion of the Premises in concentrations and conditions that constitute a violation under any Environmental Requirements and which, in the reasonable opinion of Tenant, the cost to undertake any legally required response, clean up, remedial or other action will or might result in a cost to Tenant of more than $50,000, Tenant shall notify Landlord in writing of such condition. In the event of any violation under any Environmental Requirements (regardless of whether notice thereof must be given), Tenant shall, not later than thirty (30) days after Tenant has actual knowledge of such violation under the applicable Environmental Requirements, promptly and diligently commence to undertake and diligently thereafter complete any response, clean up, remedial or other action (including without limitation the pursuit by Tenant of appropriate action against any off-site or third party source for contamination) necessary to remove, cleanup or remediate the violation of the applicable Environmental Requirements in accordance with all Environmental Requirements. Any such undertaking shall be timely completed in accordance with prudent industry standards. Tenant shall, upon completion of remedial action by Tenant, cause to be prepared by a reputable environmental consultant acceptable to Landlord a report describing the violation under the Environmental Requirements and the actions taken by Tenant (or its agents) in response to such violation, and a statement by the consultant that such violation has been remedied in full compliance with applicable Environmental Requirements. Promptly, but in any event within ten (10) business days from the date an officer of Tenant has actual knowledge thereof, Tenant shall provide to Landlord written notice of any pending claim, action or proceeding involving any Environmental Requirements in connection with the Premises. All such notices shall describe in reasonable detail the nature of the claim, action or proceeding and Tenant's proposed response thereto. In addition, Tenant shall provide to Landlord, within five (5) business days of receipt, copies of all material written communications with any governmental authority relating to any Environmental Requirements in connection with the Premises. Tenant shall also promptly provide such detailed reports of any such material environmental claims as may reasonably be requested by Landlord.

(c) Indemnification. Tenant shall indemnify, protect, defend, and hold Landlord, Landlord's affiliates, Lenders, and the directors, officers, partners, employees, attorneys and agents, heirs, personal representatives, successors and assigns of the foregoing ("Landlord Entities") and the Premises harmless from and against all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories), of any and every kind and character, contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, made, incurred, suffered, brought, or imposed at any time and from time to time, and arising in whole or in part from any of the following matters, regardless of whether caused by Tenant, any of Tenant's employees, agents, contractors, servants, visitors, suppliers, or invitees, any prior owner of the Premises or its tenant or subtenant, or any third party arising out of or relating to any of the following:

(i) The presence of any Hazardous Substance (as hereinafter defined) on the Premises, or any escape, seepage, leakage, spillage, emission, release, discharge or disposal of any Hazardous Substance on or from the Premises, or the migration or release or threatened migration or release of any Hazardous Substance to, from or through the Premises; or

(ii) Any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Substance which is or was present on the Premises; or

(iii) Any violation of any Environmental Requirement, regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of such act, omission, event or circumstance; or

(iv) Any investigative, enforcement, cleanup, removal, containment, remedial or other private or governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement against or with respect to the Premises or any condition, use or activity on the Premises, and any claim at any time threatened or made by any person against or with respect to the Premises or any condition, use or activity on the Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Substance or any Environmental Requirement; or

(v) The filing or imposition of any environmental lien against the Premises, because of, resulting from, in connection with, or arising out of any of the matters referred to in clauses (i) through (iv) preceding.

Without limiting the generality of the foregoing, the matters for which Tenant shall be responsible pursuant to these indemnification obligations include: (A) the investigation or remediation of any such Hazardous Substance or violation of any such Environmental Requirement, including the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, monitoring or similar work required by any Environmental Requirement or necessary to have

full use and benefit of the Premises; (B) injury or damage to any person, property or natural resource occurring on or off the Premises, including the cost of demolition and rebuilding of any improvements on real property; (C) all liability to pay or indemnify any person or governmental authority for costs expended in connection with any of the matters included within the foregoing indemnification obligations; (D) the investigation and defense of any claim, whether or not such claim is ultimately defeated; and (E) the settlement of any claim or judgment. Tenant's obligations under this Paragraph 6.2(c) shall survive the Expiration Date or earlier termination of this Lease. Upon demand by Landlord or any Landlord Entity, Tenant shall diligently defend the claim for which indemnification has been asserted, all at Tenant's sole cost and expense and by counsel to be approved by Landlord or the applicable Landlord Entity in the exercise of its reasonable judgment. In the alternative, at any time Landlord or any Landlord Entity entitled to indemnification may elect to conduct its own defense through counsel selected by such party and at the cost and expense of Tenant.

Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord or any Landlord Entity from any claims, demands, liabilities, losses, damages, cause of action, judgments, penalties, fines, costs or expenses described in this Paragraph 6.2(c) if it shall be determined in a final, non-appealable judicial determination that such claims, demands, liabilities, losses, damages, cause of action, judgments, penalties, fines, costs or expenses arose from the gross negligence or willful misconduct of Landlord or any Landlord Entity.

(d) Release and Waiver. Tenant hereby fully and forever releases, acquits and discharges Landlord and all Landlord Entities (as defined below) of and from, and hereby fully and forever waives:

(i) Any and all claims, actions, causes of action, suits, proceedings, demands, rights, damages, costs, expenses or other compensation whatsoever, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent (collectively, "Claims"), now existing or hereafter arising out of, directly or indirectly, or in any way connected with: (A) the prior, present or future condition of the Premises including, without limitation, any condition of environmental contamination or pollution at the Premises, however and whenever occurring (including, without limitation, the contamination or pollution of any soils, subsoil media, surfacewaters or groundwaters at the Premises); (B) to the extent not already included in (A) above, the prior, present or future existence, release or discharge, or threatened release, of any Hazardous Substances at the Premises, however and whenever occurring (including, without limitation, the release or discharge, or threatened release, of any Hazardous Substances into the air at the Premises, or into any soils, subsoils, surfacewaters or groundwaters at the Premises); (C) the prior, present or future violation of, or non-compliance of the Premises with, any Environmental Requirements or other applicable laws now or hereafter in effect; (D) the prior, present or future condition of the soil at the Premises; (E) the prior, present or future condition of any improvements at the Premises, including, without limitation, the structural integrity and seismic compliance of any such improvements; and (F) to the extent not already covered by any of the foregoing clauses (A) through (E) above, the prior, present or future use, maintenance, development, construction, ownership or operation of the Premises by Landlord or any predecessor(s)-in-interest of Landlord in the Premises or by any tenant or other occupant of any portion of the Premises.

(ii) Any or all of the following, to the extent arising out of, directly or indirectly, or in any way connected with any of the matters described in clauses (A) through (F) of Paragraph 6.2(d) above: damages (including, without limitation, damages for death, personal injury, emotional distress, or injury to property, the environment or natural resources), whether occurring on or off of the Premises, and whether foreseeable or unforeseeable including, without limitation, compensatory damages, consequential damages, punitive damages, and the cost of demolition and rebuilding of any improvements; all losses (including, without limitation, lost profits, any diminution in the value of the Premises, and any damages for loss of business or restriction on use); all costs (including, without limitation, all costs and expenses related to the investigation, monitoring, remediation or other cleanup of Hazardous Substances or which are incurred in order to comply with any Environmental Requirements or other laws, rules, regulations or governmental order, decree or directive now or hereafter in effect); all liabilities (including, without limitation, liability to any third person or governmental authority to indemnify, reimburse or otherwise compensate such person or authority for anything); all judgments; all fines; all penalties; all fees (including, without limitation, fees for the services of attorneys, consultants, contractors, engineers, experts, laboratories and other professionals); all expenses; and all other compensation whatsoever.

(iii) Without limiting the scope or generality of the foregoing release and waiver provisions, and subject to the express limitations and exclusions therefrom, those provisions shall specifically include and cover to the extent applicable (A) any claim for or right to indemnification, contribution or other compensation based on or arising under CERCLA (hereinbelow defined), RCRA (hereinbelow defined) or any other similar or other laws, rules, regulations or governmental order, decree or directive now or hereafter in effect, and (B) any claim for or based on trespass, nuisance, waste, negligence, negligence per se, strict liability, ultrahazardous activity, indemnification, contribution or other theory arising under the common law of the State of Vermont (or any other applicable jurisdiction) or arising under any other similar or other laws, rules, regulations or governmental order, decree or directive now or hereafter in effect.

(iv) For purposes of this Paragraph 6.2, the word "at" also means on, under, in, above and in the vicinity of.

(v) Tenant hereby agrees that the matters released in this Paragraph 6.2 are not limited to matters which are known or disclosed. In this connection, Tenant acknowledges and agrees that it understands that factual matters now unknown to it may have given or may hereafter give rise to claims that are presently unknown, unanticipated and unsuspected, and Tenant further acknowledges and agrees that the releases herein have been negotiated and agreed upon in light of that realization and that it nevertheless intends to release, discharge and acquit Landlord from any such unknown claims.

(vi) The provisions of this Paragraph 6.2 have been negotiated by the Landlord and Tenant after due consideration for the Rent payable hereunder and as part of the consideration for the transfer of the Premises from Tenant to Landlord pursuant to the Purchase Agreement, and are intended to be a complete exclusion and negation of any representations or warranties of the Landlord, express or implied, with respect to the Premises that may arise pursuant to any law now or hereafter in effect, or otherwise.

(e) As used in this Paragraph 6.2, the following terms have the meanings set forth below:

(i) Hazardous Substances. As used herein, the term "Hazardous Substances" means (a) any and all substances, chemicals, wastes, sewage, materials or emissions which are now or hereafter regulated, controlled, prohibited or otherwise affected by any Environmental Requirements now or hereafter in effect including, without limitation, any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., the Hazardous Substances Transportation Act, 49 U.S.C. § 1801, et seq., as amended, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., or the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.; federal, state or local laws, ordinances, rules, regulations, court orders or common law related in any way to the protection of the environment, health or safety; (b) any substance the presence of which at the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of human beings; and (c) any substance the presence of which at the Premises or at nearby or adjacent properties could constitute a trespass. In addition to the foregoing, to the extent not already included therein, the term "Hazardous Substances" also means (i) asbestos (including, without limitation, asbestos containing materials); (ii) flammable, explosive, infectious, carcinogenic, mutagenic, or radioactive materials; (iii) petroleum or any substance containing or consisting of petroleum hydrocarbons (including, without limitation, gasoline, diesel fuel, motor oil, waste oil, grease or any other fraction of crude oil); (iv) paints and solvents; (v) lead; (vi) cyanide; (vii) DDT; (viii) printing inks; (ix) acids; (x) pesticides; (xi) ammonium compounds; (xii) polychlorinated biphenyls; (xiii) radon and radon gas; and (xiv) electromagnetic or magnetic materials, substances or emissions.

(ii) Environmental Requirements. As used herein, the term "Environmental Requirements" means all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all governmental agencies, authorities, departments, commissions, boards, bureaus, or instrumentalities of the United States, any state (including, without limitation, the State of Vermont) and any political subdivisions thereof, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders, all covenants, easements, and restrictions of record, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants in any way relating to (a) industrial hygiene, (b) environmental conditions on, in, under, or about the Premises, including soil and groundwater conditions, (c) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance) or (d) the protection or other regulation of human health or safety, natural resources or the environment, including, without limitation, all of the statutes, ordinances, codes, rules, regulations, orders, decrees, permits and other laws referred to in Paragraph 6.2(d)(vii)(A) above.

6.3 Tenant's Compliance with Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently, and in a timely manner comply with all Environmental Requirements. Tenant shall, within 5 days after receipt of Landlord's written request, provide Landlord with

copies of all documents and information evidencing Tenant's compliance with any Environmental Requirements, and shall immediately upon receipt notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint, or report pertaining to or involving failure by Tenant or the Premises to comply with any Environmental Requirements.

6.4 Inspection; Compliance with Law. Subject to Landlord's obligations in Paragraph 16.14 herein, Landlord and the holders of any mortgages, deeds of trust, or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Environmental Requirements. If Landlord reasonably suspects that Tenant may be in breach of its obligations under Paragraph 6.2 above, beyond applicable notice and cure periods, Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. Tenant shall upon request reimburse Landlord or Landlord's Lenders, as the case may be, for the reasonable costs and expenses of such inspections.

7. Maintenance, Repairs, Trade Fixtures and Alterations.

7.1 Tenant's Obligations. Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition, and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonable or readily accessible to Tenant and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises) including, without limiting the generality of the foregoing, the roof structure, roof membrane and roofing materials, the foundations and exterior walls of the Improvements, all equipment and facilities specifically serving the Premises (such as plumbing, heating, ventilating and air conditioning systems, electrical, lighting facilities, boilers, fired or unfired pressure vessels, and fire hose connectors), all fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights and all items comprising the Improvements or Upgrade Work, including without limitation all pipes, pipelines, compressors, dispensers, dryers, chillers, heat exchangers, electrical switchgear, systems, facilities and all other equipment or items related thereto. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises in good order, condition, and state of repair. Tenant, at its sole cost and expense shall (a) procure, maintain and comply with all licenses, permits, orders, approvals, consents and other authorizations required for the acquisition, installation, testing, use, development, construction, operation, maintenance, repair, refurbishment and restoration of the Premises, (b) comply with all manufacturer's specifications and standards, including without limitation the acquisition, installation, testing, use, development, construction, operation, maintenance, repair, refurbishment and restoration of the Premises, whether or not compliance therewith shall require structural or extraordinary changes in the Premises or interfere with the use and enjoyment of the Premises, (c) make all alterations or additions to any item of equipment, machinery or Personal Property included within the definition of the Premises required by any applicable law, regulation or order, and (d) maintain accurate and complete books and records regarding the use, operation, maintenance and repair of any item of

equipment, machinery or Personal Property included within the definition of the Premises. Tenant shall not allow the Premises to be misused, abused or wasted or to deteriorate (except for ordinary wear and tear), and if any component of on the Premises becomes worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use, Tenant, at its own expense shall, within a reasonable time, replace such component with a replacement component which is free and clear of all liens (other than those liens which Landlord has permitted) and has a value, utility and useful life at least equal to the component replaced (assuming the component replaced had been maintained and repaired in accordance with the requirements of this Lease). If requested by the Landlord, Tenant shall cause any Personal Property to be plainly marked to disclose Landlord's ownership, as specified by Landlord. Tenant shall not, without the prior written consent of Landlord, remove from the Premises any fixture or personal property that is included within the definition of the Premises having significant value except such as are replaced by Tenant by fixtures or personal property of equal suitability and value, free and clear of any lien or security interest, which replacements shall be included within the definition of "Premises" hereunder. In the event any item of equipment, machinery or Personal Property included within the definition of the Premises includes (or requires for its operation or maintenance) software governed by a software license, Tenant shall keep said license current for the entire Term and, to the extent the license allows title to the software to pass to the licensee, such title shall vest and remain in Landlord.

7.2 Landlord's Obligations. Landlord shall have no responsibilities or obligations with respect to the maintenance, condition or repair of the Premises. Landlord shall under no circumstances be required to build any improvements or install any equipment on the Premises, make any repairs, replacements, alterations or renewals of any nature or description to the Premises, make any expenditure whatsoever in connection with this Lease or maintain the Premises in any way. Further, though Tenant may obtain from third parties any facilities or services, Landlord shall not itself be required to furnish to Tenant any facilities or service of any kind, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light or power. Landlord shall not be required to maintain, repair or rebuild all or any part of the Premises, and Tenant waives the right to (i) require Landlord to maintain, repair, or rebuild all or any part of the Premises, or (ii) make repairs at the expense of Landlord pursuant to any laws, rules, regulations or governmental order, decree or directive, requirement under any insurance policy, contract, agreement, covenant, condition or restriction at any time in effect.

7.3 Alterations. Without first obtaining Landlord's written consent, Tenant shall not make nor cause to be made any alterations, installations, improvements or additions in, on, under, or about the Premises; provided, however, notwithstanding the foregoing, Tenant shall be permitted, without notice to or consent from Landlord, to make any alterations, installations, improvements or additions in, on, under, or about the Premises, which are consistent with the character of the existing Improvements on the Premises and which do not materially diminish the fair market value of the Premises, taken as a whole. With respect to alterations requiring Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed, if Landlord consents to any such alterations, installations, improvements or additions proposed to be made by Tenant, Tenant agrees that they shall be made and completed expeditiously, and shall in all events be completed prior to the scheduled Expiration Date; they shall be constructed and completed in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations, codes and ordinances and the requirements of all insurance policies, free and

clear of all mechanics' and other liens; and Tenant shall pay all costs and expenses in connection therewith. Tenant shall make no alterations or additions to any item of equipment, machinery or Personal Property included within the definition of the Premises that would void any warranty made by the supplier or manufacturer of any such item, result in the creation of any security interest, lien or encumbrance on any such item or impair the value or use thereof. All additions (including, without limitation, replacement parts, additions, modifications, repairs and accessories) hereafter made to any item of equipment, machinery or Personal Property included within the definition of the Premises shall become a part thereof and Landlord's property at the time made. Notwithstanding the foregoing, on or before April 30, 2015 but subject to extension for a period not to exceed six (6) months on account of Force Majeure (as hereinafter defined), Tenant shall increase the capacity of the Property in accordance with those certain upgrades further described on Schedule 1 attached hereto and made a part hereof (the "Upgrade Work"), and Tenant shall cause the Upgrade Work to be completed in a good and workmanlike manner, and commissioned to Landlord's satisfaction, on or prior to April 30, 2015, subject to extension for a period not to exceed six (6) months on account of Force Majeure, free and clear of mechanics' and other liens and in compliance with all applicable laws, rules, regulations, codes, ordinances and requirements under insurance policies, all at Tenant's sole cost and expense (and Tenant shall cause to be delivered to Landlord on or before such date such certifications and documentation confirming the same, in form and substance reasonably satisfactory to it, including copies of all federal, state and municipal land use permits and approvals for the use and occupancy of the Improvements on the Real Property (the "Permits") or amendments to the Permits for the Upgrade Work or written determinations from the permit authorities that that Permits or amendments to the Permits are not required for the Upgrade Work). The date on which the Upgrade Work has been completed and commissioned in accordance with the requirements of this Paragraph 7.3, and evidence of the completion and commissioning thereof reasonably satisfactory to Landlord has been delivered to Landlord in accordance with the requirements of this Paragraph 7.3 is referred to herein as the "Upgrade In-Service Date."

7.4 Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition, and state of repair, ordinary wear and tear excepted. In the case of any item of equipment or machinery the operation or maintenance of which requires software provided by the applicable vendor, manufacturer or supplier, Tenant shall deliver to Landlord all such software. Tenant hereby waives any future claim to the software, including any right to purchase and/or use the software beyond the Term, unless Tenant purchases the applicable item of equipment or machinery to which it relates to the terms of this Lease. Without limiting the generality of the above, Tenant shall remove personal property and signage identifying Tenant. On the Expiration Date, Tenant shall cause to be delivered to Landlord a Phase I environmental site assessment recently prepared (no more than sixty (60) days prior to the date of delivery) by an independent recognized professional reasonably acceptable to Landlord, and in form, scope and content reasonably satisfactory to Landlord. In addition, on the expiration or earlier termination of the Lease, Tenant shall assign to Landlord all of Tenant's right, title and interest in and to all licenses, permits, certificates of occupancy, and approvals issued or granted in connection with the Premises and the use or operation thereof and all federal, state and municipal land use permits and approvals for the use and occupancy of the Premises. If Tenant does not surrender or return any item of equipment, machinery or Personal Property included within the definition of the Premises to Landlord in the condition required under this Lease, then Landlord

shall be entitled to the same remedies therefor as it has with respect to any holding over, as provided in Paragraph 18.9, until such items are surrendered and returned in compliance with this Lease.

8. Insurance; Indemnity.

8.1 Intentionally deleted.

8.2 Tenant's Insurance.

(a) At its sole cost and expense, Tenant shall maintain in full force and effect during the Term of the Lease the following insurance coverages insuring against claims which may arise from or in connection with the Tenant's operation and use of the Premises:

(i) Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury, personal injury, and property damage, and for umbrella liability of not less than $5,000,000. Such insurance shall be endorsed to include Landlord and Landlord Entities as additional insureds, shall be primary and noncontributory with any Landlord insurance, and shall provide severability of interests between or among insureds.

(ii) Workers' Compensation insurance with statutory limits and Employers Liability with a $1,000,000 per accident limit for bodily injury or disease.

(iii) Automobile Liability insurance covering all owned, nonowned, and hired vehicles with a $1,000,000 per accident limit for bodily injury and property damage.

(iv) Property insurance against "all risks" at least as broad as the current ISO Special Form policy, including earthquake and flood, for loss to any tenant improvements, Tenant's property, or betterments, floor and wall coverings, and business personal property on a full insurable replacement cost basis with no co-insurance clause, and Business Income insurance covering at least six months of loss of income and continuing expense.

(v) Pollution Legal Liability, with limits of $5,000,000 per claim and $5,000,000 aggregate including coverage for all operations, completed operations and professional services including coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and defense, including costs, charges and expenses incurred in the investigation or adjustment and defense of claims for such compensatory damages. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury, property damage or cleanup costs.

(b) Tenant shall deliver to Landlord certificates of all insurance reflecting evidence of required coverages prior to initial occupancy, and annually thereafter.

(c) If, in the opinion of Landlord's insurance advisor, the amount or scope of such coverage is deemed inadequate at the expiration of the initial Term of this Lease and any Option Period, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's advisor deems adequate and is consistent with the types of insurance carried by Tenants leasing similar properties in similar jurisdictions.

(d) All insurance required under Paragraph 8.2 (i) shall be issued by insurers licensed to do business in the state in which the Premises are located and which are rated A:VII or better by Best's Key Rating Guide and (ii) shall be endorsed to provide at least 30-days prior notification of cancellation or non-renewal in coverage to said additional insureds. Furthermore, Tenant shall give Landlord immediate notice (within one business day after Tenant obtains knowledge) of any policy cancellation, non-renewal or material change.

8.3 Landlord's Insurance. Landlord may, but shall not be obligated to, maintain "all risks" coverage as broad as the current ISO Special Form policy covering the Improvements and Landlord's property, Commercial General Liability insurance, and such other insurance in such amounts and covering such other liability or hazards as deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage.

8.4 Waiver of Subrogation. A waiver of subrogation in favor of Landlord Entities will be provided for all insurance policies required herein.

8.5 Indemnity. Tenant shall protect, defend, indemnify, and hold Landlord and Landlord Entities harmless from and against any and all losses, damages, liabilities, judgments, costs, claims, liens, expenses, penalties, court costs, and attorneys' and consultants' fees incurred by reason of:

(a) any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, employees, invitees, contractors, suppliers, subtenants, or visitors;

(b) the conduct or management of any work or anything whatsoever done by the Tenant on or about the Premises; or from transactions of the Tenant concerning the Premises; or from any accident, injury or damage to any person or to the property of any person occurring in or about the Premises;

(c) Tenant's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the condition or use of the Premises or its occupancy; or

(d) any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to this Lease; or

(e) the manufacture, purchase, sale, lease, ownership, installation, location, maintenance, operation, condition (including latent and other defects, whether or not discoverable), selection, delivery, return or any accident in connection with any compressed natural gas or other personal property or goods from the Premises or any portion thereof (including any claim for patent, trademark or copyright infringement) during the Term, regardless of where, how or by whom operated.

Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord or any Landlord Entity from any claims, demands, liabilities, losses, damages, cause of action, judgments, penalties, fines, costs or expenses described in this Paragraph 8.5 if it shall be determined in a final, non-appealable judicial determination that such claims, demands, liabilities, losses, damages, cause of action, judgments, penalties, fines, costs or expenses arose from the gross negligence or willful misconduct of Landlord or any Landlord Entity. In addition, the Parties acknowledge that the foregoing provisions do not address Hazardous Substances, which are governed by Section 6.2 of this Lease.

The provisions of this Paragraph 8.5 shall, with respect to any claims or liability accruing prior to such termination, survive the Expiration Date or earlier termination of this Lease.

8.6 Exemption of Landlord from Liability. Landlord shall not be liable for and Tenant waives any claims against Landlord for injury or damage to the person or the property of Tenant, Tenant Entities, or any other person in or about the Premises from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from (a) fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, seepage, back up of sewers or drains, obstruction, or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, (b) the condition of the Premises, (c) any seismic activity, casualty or act of God, (d) any theft, vandalism, acts of a public enemy, riot, strike, insurrection, war, terrorist acts, or (e) any court order, requisition or order of governmental body or authority, whether the said injury or damage results from conditions arising upon the Premises or from other sources, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business, for any loss of income or profit therefrom, or any indirect, consequential, or punitive damages.

9. Damage or Destruction.

9.1 Casualty. Subject to the terms expressly set forth in this Paragraph 9.1, Tenant assumes all risk of any damage to, or loss, theft, confiscation or destruction ("Casualty") of, the Premises. Tenant shall give Landlord immediate written notice of any Casualty. In the event of any Casualty, this Lease shall continue in full force and effect, without abatement of rent, and Tenant shall, at its sole cost and expense, promptly and diligently repair and restore the Premises to substantially the same condition, operation, function and value as existed immediately prior to such Casualty, in a good and workmanlike manner, in compliance with all applicable laws, rules, regulations, codes and ordinances, and free and clear of mechanics' and any other liens. If any items of equipment, machinery or Personal Property included within the definition of the Premises suffer a Casualty which Landlord determines is beyond repair or materially impairs its residual value, Tenant shall promptly replace such items with similar items reasonably

acceptable to Landlord having an equivalent value, utility and remaining useful life of such items, whereupon such replacement items shall constitute a component of the Premises for all purposes the Lease. Provided no Default then exists (or any Default which therefore existed has been cured to Landlord's satisfaction and waived by Landlord in its discretion), Tenant shall be entitled to receive (and Landlord shall pay over to Tenant, if received by Landlord) any casualty insurance proceeds actually received by Landlord by reason of such Casualty, in an amount not in excess of the actual, out-of-pocket costs incurred by Tenant in connection with the repair and restoration of the Premises, and any rental interruption insurance proceeds to which Landlord may become entitled by reason of such Casualty in an amount not in excess of the rentals actually paid by Tenant hereunder following such Casualty and pending the completion of the repairs and restoration of the Premises. If a Default then exists which has not been cured to Landlord's satisfaction and waived by Landlord, such proceeds shall be paid directly to Landlord, and Landlord shall have no obligation to release such proceeds to Tenant unless and until the Default has been cured, and in such case the proceeds to be released to Tenant shall not exceed the actual, out-of-pocket costs incurred by Tenant in connection with the repair and restoration of the Premises. If the insurance proceeds payable to Tenant as a result of such Casualty are not sufficient to restore the Premises in accordance with this paragraph, Tenant shall pay the shortfall, at its sole cost and expense. If the insurance proceeds payable exceed the actual, out-of-pocket costs incurred by Tenant in connection with the repair and restoration of the Premises, the excess shall be paid to Landlord. Provided no Default then exists (or any Default which therefore existed has been cured to Landlord's satisfaction and waived by Landlord in its discretion), Tenant may negotiate, adjust or appeal any claim for any insurance payment on account of any such Casualty and shall pay all expenses thereof. At Tenant's sole cost and expense, Landlord may, and at Tenant's reasonable request, Landlord shall, participate in any such negotiation, adjustment or appeal. Tenant waives any right to make repairs at the expense of Landlord. Notwithstanding the foregoing, if the Premises are materially damaged by any Casualty within the last two hundred seventy (270) days of the Term, Tenant shall have the right to terminate this Lease by delivering written notice thereof to Landlord, assigning to Landlord all of the proceeds of the insurance described under Paragraph 8.2(a), paying to Landlord the amount of any insurance deductible applicable to such casualty, and complying with its obligations under Paragraph 7.4 (excluding any obligation to restore the Casualty damage).

10. Lease-Related Taxes.

10.1 Payment of Lease-Related Taxes. Tenant shall pay all Lease-Related Taxes to the extent attributable to any period during the term of this Lease and if for any reason any Lease-Related Taxes are actually paid by Landlord, such payments shall be an Operating Expense reimbursable pursuant to Paragraph 4.2.

10.2 Lease-Related Tax Definition. As used herein, the term "Lease-Related Taxes" refers to any form of tax or assessment, general, special, ordinary, or extraordinary (including, without limitation, sales, use, gross receipts, personal property, real property, ad valorem, business and occupational, franchise, value added, leasing, leasing use, documentary, stamp or other taxes), imposed or levied (a) upon the Premises, (b) upon any interest of Landlord in the Premises, (c) upon Landlord's right to rent or other income from the Premises, (d) upon Landlord's business of leasing the Premises and/or (e) with respect to the ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other

dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Lease. Lease-Related Taxes include (a) any license fee, commercial rental tax, excise tax, improvement bond or bonds, levy, or tax; (b) any tax or charge which replaces or is in addition to any of such above-described "Lease-Related Taxes," (c) any fees, expenses, or costs (including attorneys' fees, expert fees, and the like) incurred by Landlord in protesting or contesting any assessments levied or any tax rate, and (d) any fees, penalties or interest assessed as a result of the failure to pay any Lease-Related Taxes when due and payable. Lease-Related Taxes for tax years commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Commencement Date and Expiration Date. Tenant, at no cost to Landlord, reasonably may contest the legal validity or amount of any such taxes, assessments, or charges for which Tenant is responsible, including Lease-Related Taxes, and institute such proceedings as Tenant considers necessary and Landlord shall cooperate reasonably at Tenant's request and at no cost to Landlord, but only if (i) Tenant notifies the Landlord that it intends to contest such taxes, assessments, or charges, (ii) Tenant provides the Landlord with an indemnity, bond or other security satisfactory to the Landlord assuring the discharge of Tenant's obligations for such taxes, assessments, or charges, including interest and penalties, (iii) Tenant diligently contests the same by appropriate legal proceedings in good faith and at its own expense and concludes such contest prior to the tenth (10th) day preceding the earlier to occur of the end of the Term or the date on which the Premises or any portion thereof could be sold, forfeited, terminated, cancelled or lost for non-payment, (iv) such proceeding shall not subject Tenant, Landlord or any Lender to criminal or civil liability (other than civil liability as to which adequate security has been provided pursuant to clause (ii) above), and (v) Tenant shall promptly upon final determination thereof pay the amount of such items, together with all costs, interest and penalties.

10.3 Tax Returns. Tenant shall file all required personal property tax returns relating to any items of equipment, machinery or Personal Property included within the definition of the Premises. In the event Landlord files appropriate property tax returns or other reports, Tenant shall upon demand immediately reimburse Landlord for all amounts paid by Landlord, plus processing costs.

10.4 Joint Assessment. If the Improvements are not separately assessed, Lease-Related Taxes allocated to the Improvements shall be an equitable proportion of the Lease-Related Taxes for all of the land and improvements included within the tax parcel assessed.

10.5 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's improvements, fixtures, furnishings, equipment, and all personal property of Tenant contained in the Premises.

10.6 Tax Ownership and Benefits. As between Landlord and Tenant, Landlord is the sole owner of the Premises, including any item of equipment, machinery or Personal Property included within the definition of the Premises, and has sole title thereto. Landlord and Tenant agree that Landlord is entitled to all federal, state, and local tax benefits available to the owner of the Premises, including any items of equipment, machinery or Personal Property included within the definition of the Premises, and Tenant agrees that it shall take no position inconsistent with the assumption that Landlord is the owner of the Premises, including any items of equipment, machinery or Personal Property included within the definition of the Premises, for federal, state

and local tax purposes. Provided that the Tenant complies with its agreements in this Paragraph 10.6, Tenant shall not be responsible to Landlord under this Paragraph 10.6, under Paragraph 4.1 or otherwise for any loss of tax benefits that Landlord suffers if any applicable federal, state or local tax authority contests any position taken by Landlord or Tenant on any tax return that is consistent with the intention of the parties as reflected in this Paragraph 10.6 and prevails in connection with such contest, provided that, in connection with such contest, Tenant undertakes commercially reasonable efforts to defend the characterization of this Lease consistent with the intention of the parties as reflected in this Paragraph 10.6.

11. Utilities. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas, and cleaning of the Premises, together with any taxes thereon.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Tenant shall not assign, transfer, mortgage, pledge or otherwise transfer or encumber (collectively, "assign") all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion, and shall not sublet all on any portion of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. No consent by Landlord to a sale, assignment, transfer, mortgage, pledge or hypothecation of this Lease or Tenant's interest hereunder or to any sublease, and no assignment or subletting of the Premises or any part thereof in accordance with this Lease or otherwise with Landlord's consent, shall release Tenant from liability hereunder (and, after giving effect to any such assignment, Tenant shall remain jointly and severally liable with the assignee for all obligations of the Tenant hereunder, including, without limitation, all obligations with respect to indemnification of Landlord and the Landlord Entities); and any such consent shall apply only to the specific transaction thereby authorized and shall not relieve Tenant from any requirement of obtaining the prior written consent of Landlord to any further sale, assignment, transfer, mortgage, pledge or hypothecation of this Lease or any interest of Tenant hereunder or to any sublease. The requirements of this Paragraph 12.1 shall apply to any further subleasing by any subtenant. In the event of any assignment or subletting, Tenant shall pay to Landlord or its authorized managing agent (as directed by Landlord) a fee of $3,000.00 to cover Landlord's costs of review, negotiation, preparation or execution of any documentation regarding such assignment or subletting.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of 50% or more of the voting or management control of Tenant (whether by merger, reorganization, sale or transfer of interests, or otherwise) shall constitute a change in control for this purpose.

(c) If Tenant delivers a written request to Landlord for Landlord's consent to a change in the control of Tenant as described in Paragraph 12.1(b), and includes with that written request reasonable supporting information concerning the person or group that will acquire control over Tenant, and their experience in the operation of facilities and businesses

similar to the facility and business to be operated at the Premises in accordance with the use permitted hereunder, and written documentation confirming that all consents and approvals required under Tenant's organizational documents and under any indebtedness and material contracts of Tenant for such change in control transaction to occur have been obtained (such notice , information and documentation are collectively referred to herein as the "Change in Control Review Package"), and Landlord does not consent to such transaction within thirty (30) days after receiving the Change in Control Package, then, subject to the terms set forth in this Paragraph 12.1(c), Tenant shall have an option (the "Special Purchase Option") to purchase the Premises upon a closing date that shall occur on the sixtieth (60th) day following the earlier of (i) the date on which Landlord has delivered to Tenant its written disapproval of the proposed change in control transaction or (ii) the end of thirty (30) day period following the delivery to Landlord of the Change in Control Review Package (the earlier of such dates is referred to herein as the "Change in Control Decision Date"), for a purchase price equal to the sum of (i) all remaining payments of Basic Rent that would become payable over the remainder of the then-current Term of this Lease calculated as if this Lease were to remain in effect through the remainder of such Term, plus (ii) the amount of the Purchase Price that would be payable if Tenant exercised its option to purchase under Paragraph 17 at the end of the then-current Term (it being understood that, if such option to purchase is exercised during Period Two, no additional amount under this clause (ii) would be required) (the sum of such amounts being referred to herein as the "Special Purchase Price").

(i) Tenant shall exercise the Special Purchase Option, if at all, by giving written notice to that effect to Landlord not later than thirty (30) days following the Change in Control Decision Date. If proper notification of the exercise of the option is not given and/or received, the option shall, with respect to the applicable change in control transaction, automatically expire.

(ii) Notwithstanding anything to the contrary contained in this Paragraph 12.1(c), Tenant may not exercise the Special Purchase Option, and if previously exercised, Tenant may not consummate the purchase of the Premises pursuant to the Special Purchase Option if, at the time of such purported exercise or the time scheduled for such consummation, a Default of Tenant's covenants in Paragraph 12.1 then exists. Any purported exercise of the Special Purchase Option at such time shall be null and void and of no force or effect.

(iii) If Tenant delivers written notice of its election to exercise the Special Purchase Option, Tenant shall be required to deliver to Landlord an earnest money deposit (which shall be applicable to the Special Purchase Price) in an amount equal to five percent (5%) of the Special Purchase Price (such deposit, the "Tenant's Special Purchase Option Deposit"). The Tenant's Special Purchase Option Deposit shall be made by wire transfer of immediately available funds to the Landlord in accordance with wiring instructions to be provided by it to the Tenant. The Tenant's Special Purchase

Option Deposit shall be nonrefundable to the Tenant (except in the event of a default of the Landlord in performing its closing obligations in relation to the conveyance of the Property to the Tenant in compliance with this Paragraph 12.1(c)).

(iv) In the event Tenant duly exercises the Special Purchase Option and funds the Tenant's Special Purchase Option Deposit, then, provided that no Default of its covenants as described in Paragraph 12.1 exists on the part of Tenant under this Lease on the applicable date on which the conveyance of the Premises to Tenant is scheduled to occur in accordance with this Paragraph 12.1(c), (i) Landlord shall convey title to the Premises "**AS-IS, WHERE-IS, WITH ALL FAULTS**" without any representation or warranty whatsoever, by quitclaim deed, subject to all real property taxes and assessments (whether or not due, payable or delinquent), all matters of record and all matters that would be disclosed by an inspection or survey of the Premises; (ii) Tenant shall execute in connection with the closing an unconditional release of Landlord and all Landlord Entities, in form and substance satisfactory to Landlord, of and from any and all claims, liabilities, damages, actions, causes of action, costs and expenses related in any way to the Premises or this Lease, whether known or unknown, suspected or unsuspected, anticipated or unanticipated (which release shall include, without limitation, a release of the matters set forth in Paragraph 6.2(d)); (iii) there shall be no proration of taxes or Operating Expenses (and Tenant shall remain responsible for all of the same, whether as Tenant or as purchaser) and Basic Rent payable hereunder shall not be prorated; and (iv) Tenant shall pay all closing costs, including recording fees, documentary tax stamps, transfer taxes, sales taxes, title insurance premiums, escrow charges, and broker commissions, if any, and other expenses attributable to transfer of title to the Premises. Upon any conveyance of the Premises to Tenant pursuant to the Special Purchase Option, this Lease shall terminate, and the obligations of Tenant under this Lease that survive the termination of this Lease (including, without limitation, Tenant's indemnification obligations pursuant to Paragraph 6.2(c) and Paragraph 8.5) shall survive any such conveyance of the Premises. The closing shall be held at the offices of Landlord's local counsel in Vermont, Gravel & Shea PC, or at such other location as the parties shall agree.

(v) If Tenant timely delivers notice of exercise of the Special Purchase Option, but fails to deliver the Tenant's Special Purchase Option Deposit to Landlord when required or fails to perform its obligations to consummate the acquisition of the Premises on the applicable closing date, then Landlord shall be entitled to retain the Tenant's Special Purchase Option Deposit as liquidated damages, and Tenant shall have no further rights under this Paragraph 12.1(c), under Paragraph 16 or under Paragraph 17.

(vi) Notwithstanding anything to the contrary contained in this Paragraph 12.1(c), (i) if at the time that Tenant purports to exercise the Special Purchase Option, a Default in the payment of Rent or any other sums payable under this Lease exists, then Tenant's purported exercise of the Special Purchase Option shall be null and void unless Tenant pays to Landlord, in addition to Tenant's Special Purchase Option Deposit, all amounts of Rent and other sums payable under this Lease that are then in Default (which Landlord may apply in payment in such defaulted amounts), and (ii) if at the time that the conveyance of the Premises to Tenant pursuant to the Special Purchase Option is scheduled to occur, a Default in the payment of Rent or any other sums exists, then the consummation of the purchase shall not occur unless Tenant pays to Landlord, in addition to the balance of the Special Purchase Price then payable and any other sums then due, all amounts of Rent and other sums payable under this Lease that are then in Default (which Landlord may apply in payment of such defaulted amounts). If, at the time that the conveyance of the Premises to Tenant pursuant to the Special Purchase Option is scheduled to occur, any Default on the part of Tenant exists (other than a Default a Default of

Tenant's covenants in Paragraph 12.1, as to which the applicable provisions of Paragraph 17.2 shall apply), then, notwithstanding anything to the contrary herein, the Special Purchase Price payable by Tenant shall equal one hundred ten percent (110%) of the Special Purchase Price that would be payable in the absence of such Default, and all claims and causes of action of Landlord as a result of such Default shall survive the consummation of the purchase of the Premises, and shall not merge into the deed by which the Premises are conveyed to Tenant. Time is of the essence of each of the terms set forth in this Paragraph 12.1(c).

12.2 Permitted Transfers. Notwithstanding anything in this Article 12 to the contrary, (i) Tenant may, without Landlord's prior written consent and without constituting an assignment or sublease hereunder, sublet the Premises or assign this Lease to an entity controlling, controlled by or under common control with Tenant and (ii) the provisions of this Article 12 shall not apply to any transactions described in Sections 3.1 or 4.1 of that certain Amended and Restated Voting Agreement dated on or about the date of this Lease among Landlord, Tenant and the persons identified therein.

12.3 Assignments by Landlord. Subject to the terms set forth in Paragraph 16, Landlord shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Lease and the Premises, in whole or in part, without prior notice to or the consent of Tenant. In the case of any assignment, Tenant agrees that (a) the assignee ("Assignee") shall have the same rights, powers and privileges that Landlord has under this Lease, to the extent so assigned, from and after the date of the assignment and (b) Tenant shall execute and deliver upon request such additional documents, instruments and assurances as Landlord deems necessary in order to (y) acknowledge and confirm all of the terms and conditions of this Lease and Landlord's or such Assignee's rights with respect thereto and (z) preserve, protect and perfect Landlord's or Assignee's right, title or interest hereunder and in the Premises, including, without limitation, such UCC financing statements or amendments, control agreements, corporate or member resolutions, votes, notices of assignment of interests, and confirmations of Tenant's obligations and representations and warranties with respect thereto as of the dates requested. Landlord may disclose this Lease to any potential Assignee. Tenant further agrees that in any action brought by such Assignee against Tenant to enforce Landlord's rights hereunder, Tenant will not assert against such Assignee any set-off, defense or counterclaim that Tenant may have against Landlord, Assignee, or any other person. Unless otherwise specified by Landlord and Assignee, Tenant shall continue to pay all amounts due under the applicable Lease or Financing to Landlord; provided, however, that upon notification from Landlord and Assignee, Tenant covenants to pay all amounts due under this Lease to Assignee when due and as directed in such notice.

12.4 Liens. Tenant will not create or permit to exist any lien, security interest, charge or encumbrance on any part of the Premises except those created by Landlord and inchoate liens for amounts not yet delinquent. Tenant shall obtain and record such instruments and take such steps as may be necessary to prevent any creditor, landlord, mortgagee or other entity (other than Landlord or parties claiming through Landlord) from having any lien, charge, security interest or encumbrance on any Premises.

13. Default; Remedies.

13.1 Default. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant ("Default"):

(a) The abandonment of the Premises by Tenant for a period exceeding thirty (30) consecutive days;

(b) Failure to pay any installment of Base Rent if such failure continues for a period of three (3) days after the same is due, or failure to pay any Additional Rent, or any other monies due and payable hereunder, if such failure continues for a period of five (5) business days after Landlord's delivery to Tenant of written notice of the delinquency;

(c) A general assignment by Tenant for the benefit of creditors;

(d) The filing of a voluntary petition of bankruptcy by Tenant; the filing of a voluntary petition for an arrangement; the filing of a petition, voluntary or involuntary, for reorganization; or the filing of an involuntary petition by Tenant's creditors provided that, in the case of any such involuntary petition, such petition is not discharged within sixty (60) days;

(e) Receivership, attachment, of other judicial seizure of the Premises or all or substantially all of Tenant's assets on the Premises;

(f) Failure of Tenant to maintain insurance as required by Paragraph 8.2 if such breach continues for 3 business after written notice thereof from Landlord to Tenant, provided that if Tenant shall have failed to give Landlord immediate notice (within one business day after Tenant obtains knowledge) of any policy cancellation, non-renewal or material change, then Tenant's failure to maintain insurance as required by Paragraph 8.2 shall be an immediate Default hereunder;

(g) Any breach by Tenant of its covenants under Paragraph 6.2(c) if such breach continues for 10 days after written notice thereof from Landlord to Tenant;

(h) Any breach by Tenant of its covenants under Paragraph 12.1;

(i) Failure in the performance of any of Tenant's covenants, agreements, or obligations hereunder (except those failures specified as events of Default in other Paragraphs of this Paragraph 13.1 which shall be governed by such other Paragraphs), which failure continues for 30 days after written notice thereof from Landlord to Tenant; provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such 30-day period despite reasonable diligence, Tenant shall not be in default under this subparagraph unless Tenant fails thereafter diligently and continuously to prosecute the cure to completion; or

(j) Any transfer of a substantial portion of the assets of Tenant, unless such transfer is undertaken in the ordinary course of Tenant's business, or in good faith for equivalent consideration, or with Landlord's consent.

13.2 Remedies. In the event of any Default by Tenant, Landlord shall have any or all of the following remedies:

(a) Termination. In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Lease, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

(1) the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (i) in retaking possession of the Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, the Premises or any portion thereof, including such acts for reletting to a new lessee or lessees; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Premises; plus

(5) such reasonable attorneys' fees incurred by Landlord as a result of a Default, and costs in the event suit is filed by Landlord to enforce such remedy; and plus

(6) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. As used in subparagraphs (1) and (2) above, the "worth at the time of award" is computed by allowing interest at an annual rate equal to ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. As used in subparagraph (3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Boston at the time of award, plus one percent (1 %). Tenant waives redemption or relief from forfeiture under any present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any Default of Tenant hereunder.

(b) Continuation of Lease. In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Lease, Landlord may continue this Lease in effect after Tenant's Default and abandonment and recover Rent as it becomes due.

(c) Re-entry. In the event of any Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, in compliance with applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. Landlord shall not have liability for damage to the Premises by reason of such entry or repossession, except for any damage resulting from Landlord's gross negligence or willful misconduct.

(d) Reletting. In the event of the abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease as provided in Paragraph a, Landlord may from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied in the following order: (1) to reasonable attorneys' fees incurred by Landlord as a result of a Default and costs in the event suit is filed by Landlord to enforce such remedies; (2) to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; (3) to the payment of any costs of such reletting; (4) to the payment of the costs of any alterations and repairs to the Premises; (5) to the payment of Rent due and unpaid hereunder; and (6) the residue, if any, shall be held by Landlord and applied in payment of future Rent and other sums payable by Tenant hereunder as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of Rent hereunder, be less than the Rent payable during the month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(e) Termination. No re-entry or taking of possession of the Premises by Landlord pursuant to this Addendum shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any Default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such Default.

(f) Cumulative Remedies. The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

(g) No Surrender. No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an

acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord. The surrender of this Lease by Tenant, voluntarily or otherwise, shall not work a merger unless Landlord elects in writing that such merger take place, but shall operate as an assignment to Landlord of any and all existing subleases, or Landlord may, at its option, elect in writing to treat such surrender as a merger terminating Tenant's estate under this Lease, and thereupon Landlord may terminate any or all such subleases by notifying the sublessee of its election so to do within five (5) days after such surrender.

(h) Notice Provisions. Should Landlord prepare any notice to Tenant for failure to pay rent, additional rent or perform any other obligation under the Lease, Tenant shall pay to Landlord, without any further notice from Landlord, the additional sum of $75.00 which the parties hereby agree represents a fair and reasonable estimate of the costs Landlord will incur by reason of preparing such notice.

13.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within 4 days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to 5% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In addition, should Landlord be unable to negotiate any payment made by Tenant on the first attempt by Landlord and without any notice to Tenant, Tenant shall pay to Landlord a fee of $50.00 per item which the parties hereby agree represents a fair and reasonable estimate of the costs Landlord will incur by reason of Landlord's inability to negotiate such item(s). Notwithstanding the foregoing, before assessing a late charge the first time in any one (1) year period, Landlord shall provide Tenant written notice of the delinquency, and shall waive such late charge if Tenant pays such delinquency within five (5) days thereafter.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of exercise of said power (all of which are herein called a "condemnation" or "taking"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. This Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced from and after the effective date of such taking in the same proportion as the acreage of the Premises taken bears to the total acreage of the Premises prior to the taking. Subject to the provisions of this Paragraph, any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord; provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant, for Tenant's relocation expenses and/or loss of Tenant's trade fixtures. Tenant shall, at its sole cost and expense, promptly and diligently

repair and restore the Premises and replace any items of equipment, machinery or Personal Property included within the definition of the Premises that were completely or substantially taken (or that were rendered beyond repair or the residual value of which were materially impaired as a result of such taking), as near as possible to the condition, operation, function and value as existed immediately prior to such taking, in a good and workmanlike manner, in compliance with all applicable laws, rules, regulations, codes and ordinances, and free and clear of mechanics' and any other liens. Provided no Default then exists (or any Default which therefore existed has been cured to Landlord's satisfaction and waived by Landlord in its discretion), Tenant shall be entitled to receive (and Landlord shall pay over to Tenant, if received by Landlord) the net severance damages actually received by Landlord by reason of such taking, in an amount not in excess of the actual, out-of-pocket costs incurred by Tenant in connection with the repair and restoration of the Premises. If a Default then exists which has not been cured to Landlord's satisfaction and waived by Landlord, such net severance damages shall be retained by Landlord, and Landlord shall have no obligation to release such net severance damages to Tenant unless and until the Default is cured, and in such case the net severance damages to be released to Tenant shall not exceed the actual, out-of-pocket costs incurred by Tenant in connection with the repair and restoration of the Premises. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair. Notwithstanding the foregoing, if all or any material portion of the Premises, or reasonable access to the Premises, is subject to a taking or condemnation within the last two hundred seventy (270) days of the Term, Tenant shall have the right to terminate this Lease by delivering written notice thereof to Landlord, assigning to Landlord all of the proceeds of such taking or condemnation, and complying with its obligations under Paragraph 7.4 (excluding any obligation to restore the Premises).

15. Estoppel Certificate; Further Assurances; Tenant's Representations.

15.1 Estoppel Certificate. Each party (herein referred to as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge, and deliver to the Requesting Party, to the extent it can truthfully do so, an estoppel certificate in a form reasonably acceptable to Landlord, or any of Landlord's lenders or any prospective purchasers of the Premises, plus such additional information, confirmation, and statements as be reasonably requested by the Requesting Party.

15.2 Further Assurances. During the Term Tenant shall, on request of Landlord, (i) promptly correct any defect or error which may be discovered in the contents of this Lease or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof as may be necessary, desirable or proper to carry out more effectively the purposes of this Lease or such other document; (ii) execute, acknowledge, deliver and record or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Lease and to subject to this Lease any property intended by the terms hereof to be covered hereby including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Premises; (iii) execute, acknowledge, deliver, procure and record or file any document or instrument deemed advisable by Landlord to protect its rights in and to the Premises against the rights or interests of third persons; and (iv) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable

determination of Landlord to enable Landlord to comply with the requirements or requests of any agency or authority having jurisdiction over them.

15.3 Tenant's Representations. Tenant represents and warrants to Landlord that as of the date of this Lease: (a) Tenant's name set forth in the signature block below is Tenant's full and accurate legal name; (b) Tenant is a limited liability company organized under the laws of Delaware; (c) Tenant's "location" (within the meaning of Uniform Commercial Code Section 9-307) is 480 Hercules Drive, Colchester, Vermont 05446; (d) Tenant's organizational number assigned to it by its jurisdiction of organization is 5273812; and (e) Tenant's federal tax identification number is 45-3619476. Tenant shall notify Landlord in writing at least 30 days in advance of any change in the foregoing information during the Lease Term.

16. Right of First Refusal.

16.1 Provided that no Default on the part of Tenant then exists, from and after the date hereof and at any time during the initial Term and either of the Option Periods (as defined in Addendum #1 to this Lease), unless earlier terminated as provided below, Tenant shall have a right of first refusal to acquire the Premises on the terms set forth in this Paragraph 16, and Landlord shall not consummate the sale, transfer or other disposition or conveyance of all or part of Landlord's interest in the Premises to any unaffiliated third party, until and unless Landlord shall have obtained a bona fide offer therefor (the "Offer"), delivered written notice to Tenant, which notice shall contain the name of the offeror, the address of the offeror, and a true and accurate copy of the Offer, and shall include an offer to sell, transfer or otherwise dispose of such interest to Tenant for a price equal to 110% of the gross sales price contained in the Offer (the "Tenant's Offer Price") and on all of the terms applicable to the Offer except to the extent superseded by this Paragraph 16 (such price and terms, "Tenant's Offer"). For purposes of clarity, this right of first refusal shall not apply to any transfer or conveyance by Landlord to any person directly or indirectly controlled by, controlling or under common control with Landlord (so long as such entity remains directly or indirectly controlled by, controlling or under common control with Landlord), nor shall it apply to the grant by Landlord of any easement or encumbrance of any portion of the Premises with any covenants, conditions or restrictions or any involuntary lien or attachment. Further, this right of first refusal shall not apply to any encumbrance or conveyance of the Premises or any portion thereof as security for any financing or extension of credit obtained by Landlord, or to any transfer or conveyance of the Premises or any portion thereof in connection with the consummation of a foreclosure, sale pursuant to a power of sale or transfer in lieu of foreclosure or any other similar transaction with respect to the Premises or any portion thereof as security for any such financing or extension of credit. The right of first refusal granted hereunder shall be extinguished, and null, void and of no further force or effect, upon any transfer or conveyance of the Premises or any portion thereof in connection with the consummation of a foreclosure, sale pursuant to a power of sale or transfer in lieu of foreclosure or any other similar transaction with respect to the Premises or any portion thereof as security for any such financing or extension of credit.

16.2 If Tenant shall either deliver written notice of rejection of the Tenant's Offer to Landlord or fail to deliver written notice of acceptance of the Tenant's Offer within fifteen (15) days after the date of receipt of Landlord's notice, Tenant's right of first refusal hereunder shall conclusively be deemed to be waived with respect to any sale, transfer or other disposition of the

Premises (or applicable portion thereof to which the Offer applied) consummated during the period of two hundred seventy (270) days thereafter, provided that the gross sales price in connection with such sale is not less than the gross sales price contained in the Offer as disclosed in writing to Tenant. Provided that the gross sales price in connection with such sale is equal to or greater than the price contained in the Offer as disclosed in writing to Tenant. Landlord shall be free to sell, transfer and dispose of the Premises or applicable portion thereof during such two hundred seventy (270) day period to any person and on any terms whatsoever, and if Landlord consummates such a sale, transfer or disposition within such two hundred seventy (270) day period, the purchaser or

transferee shall acquire the Premises or applicable portion thereof free and clear of the Tenant's right of first refusal set forth in this Paragraph 16 (which shall be extinguished, null, void and of no further force or effect upon such sale, transfer or disposition with respect to the Premises or applicable portion thereof so disposed of). If, however, Landlord does not consummate any such sale, transfer or other disposition of the Premises (or applicable portion thereof to which the Offer applied) within such two hundred seventy (270) day period, then Tenant's right of first refusal provided for in Paragraph 16.1 shall once again apply, and if Landlord proposes to consummate any such sale, transfer or other disposition of the Premises (or applicable portion thereof to which the Offer applied) within such two hundred seventy (270) day period pursuant to a new Offer under which the gross sales price is less than the gross sales price contained in the initial Offer as disclosed in writing to Tenant, then Landlord shall not consummate such sale, transfer or other disposition of the Premises (or applicable portion thereof to which the Offer applied) without first giving a notice of such new Offer to Tenant in compliance with the terms of Paragraph 16.1.

16.3 In the event Tenant rejects the Tenant's Offer or fails to accept the Tenant's Offer, this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and Landlord and any purchaser or purchasers of the Premises or any Improvements shall be bound thereby, except as provided in Subparagraphs 16.1 and 16.2.

16.4 In order to accept the Tenant's Offer, Tenant shall deliver written notice of acceptance of the Tenant's Offer within fifteen (15) days after the date of receipt of Landlord's notice, and, notwithstanding anything to the contrary contained in the Offer, shall be required to deliver to Landlord an earnest money deposit (which shall be applicable to the Tenant's Offer Price) in an amount equal to the greater of (a) five percent (5%) of the Tenant's Offer Price or (b) 110% of the amount of the earnest money deposit provided for in the Offer (such deposit, the "Tenant's Offer Deposit"). The Tenant's Offer Deposit shall be made by wire transfer of immediately available funds to the Landlord in accordance with wiring instructions to be provided by it to the Tenant. The Tenant's Offer Deposit shall be nonrefundable to the Tenant (except in the event of a default of the Landlord in performing its closing obligations in relation to the conveyance of the Property to the Tenant in compliance with this Paragraph 16). In the event Tenant duly accepts the Tenant's Offer, then, notwithstanding the terms of the Offer (i) Landlord shall convey title to the Premises or applicable portion thereof "**AS-IS, WHERE-IS, WITH ALL FAULTS**" without any representation or warranty whatsoever, by quitclaim deed, subject to all real property taxes and assessments (whether or not due, payable or delinquent), all matters of record and all matters that would be disclosed by an inspection or survey of the Premises or applicable portion thereof; (ii) Tenant shall execute in connection with the closing an unconditional release of Landlord and all Landlord Entities, in form and substance satisfactory to Landlord, of and from any and all claims, liabilities, damages, actions, causes of action, costs

and expenses related in any way to the Premises or applicable portion thereof or this Lease, whether known or unknown, suspected or unsuspected, anticipated or unanticipated (which release shall include, without limitation, a release of the matters set forth in Paragraph 6.2(d)); (iii) there shall be no proration of taxes or Operating Expenses (and Tenant shall remain responsible for all of the same, whether as Tenant or as purchaser) but Basic Rent payable hereunder attributable to the Premises or applicable portion thereof to be conveyed shall be prorated; and (iv) Tenant and Landlord shall pay all closing costs, including recording fees, documentary tax stamps, transfer taxes, sales taxes, title insurance premiums, escrow charges, and broker commissions, if any, and other expenses attributable to transfer of title to the Premises or applicable portion thereof in accordance with local custom and practice in the jurisdiction where the Premises are located. Upon such conveyance, this Lease shall terminate with respect to the Premises or applicable portion thereof so conveyed to Tenant, and the obligations of Tenant under this Lease that survive the termination of this Lease (including, without limitation, Tenant's indemnification obligations pursuant to Paragraph 6.2(c) and Paragraph 8.5) shall survive any such conveyance of the Premises or applicable portion thereof to Tenant pursuant to this Paragraph 16. Notwithstanding anything to the contrary contained in the Offer, the closing for the conveyance of the Premises or applicable portion thereof to Tenant shall occur on the date (the "Tenant's Offer Closing Date") selected by Landlord upon not less than ten (10) days written notice to Tenant, provided that the Tenant's Offer Closing Date shall not be later than the sixtieth (60^{th}) day following the date Tenant's notice of acceptance of the Offer was received by Landlord. The closing shall be held at the offices of Landlord's local counsel in Vermont, Gravel & Shea PC, or at such other location as the parties shall agree.

16.5 If Tenant timely delivers written notice of acceptance of the Tenant's Offer, but fails to deliver the Tenant's Offer Deposit to Landlord when required or fails to perform its obligations to consummate the acquisition of the Premises or applicable portion thereof on the Tenant's Offer Closing Date, then Landlord shall be entitled to retain the Tenant's Offer Deposit as liquidated damages, and Tenant shall have no further rights under this Paragraph 16 or under Paragraph 12.1(c) or Paragraph 17.

16.6 Time is of the essence of each of the terms set forth in this Paragraph 16.

17. Option to Purchase.

17.1 Subject to the terms set forth in this Paragraph 17, Tenant is hereby granted the option to purchase the Premises upon a closing date that shall occur upon the expiration of the initial Term or upon the expiration of the Option Period for Period One (as defined in Addendum #1 to this Lease), as applicable, for: (i) if at the expiration of the initial Term, a purchase price equal to $4,590,000, which Landlord and Tenant hereby agree represents the fair market value of the Premises as of the expiration of the initial Term, and (ii) if at the expiration of Period One, a purchase price equal to $1,440,000, which Landlord and Tenant hereby agree represents the fair market value of the Premises as of the expiration of Period One (each, as applicable, the "Purchase Price"), but only if the purchase option provided for in this Paragraph 17 shall not have theretofore been terminated or extinguished pursuant to the terms set forth in this Lease.

17.2 Tenant shall exercise this purchase option, if at all, by giving written notice to that effect to Landlord (a) in the case of the option to purchase at the expiration of the initial Term,

by not later than six (6) months prior to the end of the initial Term but not earlier than twelve (12) months prior to the end of the initial Term, and (b) in the case of the option to purchase at the expiration of Period One, by not later than six (6) months prior to the end of Period One but not earlier than twelve (12) months prior to the end of Period One. Tenant's exercise of the extension option pursuant to Addendum #1 with respect to Period One shall preclude any subsequent exercise of the option to purchase the Premises pursuant to this Paragraph 17 at the expiration of the initial Term, and Tenant's exercise of the extension option pursuant to Addendum #1 with respect to Period Two shall preclude any subsequent exercise of the option to purchase the Premises pursuant to this Paragraph 17 at the expiration of Period One. If proper notification of the exercise of the option is not given and/or received, the option shall, with respect to the applicable period, automatically expire. Notwithstanding anything to the contrary contained in this Paragraph 17, Tenant may not exercise the

option to purchase the Premises pursuant to this Paragraph 17, and if previously exercised, Tenant may not consummate the purchase of the Premises pursuant to this Paragraph 17 if, at the time of such purported exercise or the time scheduled for such consummation, a Default of Tenant's covenants in Paragraph 12.1 then exists. Any purported exercise of the option at such time shall be null and void and of no force or effect.

17.3 If Tenant delivers written notice of its election to exercise the purchase option provided for in this Paragraph 17, Tenant shall be required to deliver to Landlord an earnest money deposit (which shall be applicable to the Purchase Price payable by Tenant pursuant to the option) in an amount equal to five percent (5%) of the Purchase Price (such deposit, the "Tenant's Option Deposit"). The Tenant's Option Deposit shall be made by wire transfer of immediately available funds to the Landlord in accordance with wiring instructions to be provided by it to the Tenant. The Tenant's Option Deposit shall be nonrefundable to the Tenant (except in the event of a default of the Landlord in performing its closing obligations in relation to the conveyance of the Property to the Tenant in compliance with this Paragraph 17).

17.4 In the event Tenant duly exercises its purchase option and funds the Tenant's Option Deposit, then, provided that no Default of its covenants as described in Paragraph 12.1 exists on the part of Tenant under this Lease on the applicable date on which the conveyance of the Premises to Tenant is scheduled to occur in accordance with Paragraph 17(a), (i) Landlord shall convey title to the Premises "**AS-IS, WHERE-IS, WITH ALL FAULTS**" without any representation or warranty whatsoever, by quitclaim deed, subject to all real property taxes and assessments (whether or not due, payable or delinquent), all matters of record and all matters that would be disclosed by an inspection or survey of the Premises; (ii) Tenant shall execute in connection with the closing an unconditional release of Landlord and all Landlord Entities, in form and substance satisfactory to Landlord, of and from any and all claims, liabilities, damages, actions, causes of action, costs and expenses related in any way to the Premises or this Lease, whether known or unknown, suspected or unsuspected, anticipated or unanticipated (which release shall include, without limitation, a release of the matters set forth in Paragraph 6.2(d)); (iii) there shall be no proration of taxes or Operating Expenses (and Tenant shall remain responsible for all of the same, whether as Tenant or as purchaser) but Basic Rent payable hereunder shall be prorated; and (iv) Tenant shall pay all closing costs, including recording fees, documentary tax stamps, transfer taxes, sales taxes, title insurance premiums, escrow charges, and broker commissions, if any, and other expenses attributable to transfer of title to the Premises. Upon any conveyance of the Premises to Tenant pursuant to the purchase option, this

Lease shall terminate, and the obligations of Tenant under this Lease that survive the termination of this Lease (including, without limitation, Tenant's indemnification obligations pursuant to Paragraph 6.2(c) and Paragraph 8.5) shall survive any such conveyance of the Premises. The closing shall be held at the offices of Landlord's local counsel in Vermont, Gravel & Shea PC, or at such other location as the parties shall agree.

17.5 If Tenant timely delivers notice of exercise of the option, but fails to deliver the Tenant's Option Deposit to Landlord when required or fails to perform its obligations to consummate the acquisition of the Premises on the applicable closing date, then Landlord shall be entitled to retain the Tenant's Option Deposit as liquidated damages, and Tenant shall have no further rights under Paragraph 12.1(c) or Paragraph 16 or this Paragraph 17.

17.6 Notwithstanding anything to the contrary contained in this Paragraph 17, (i) if at the time that Tenant purports to exercise the purchase option contained in this Paragraph 17, a Default in the payment of Rent or any other sums payable under this Lease exists, then Tenant's purported exercise of the purchase option shall be null and void unless Tenant pays to Landlord, in addition to Tenant's Option Deposit, all amounts of Rent and other sums payable under this Lease that are then in Default (which Landlord may apply in payment in such defaulted amounts), and (ii) if at the time that the conveyance of the Premises to Tenant pursuant to the purchase option contained in this Paragraph 17 is scheduled to occur, a Default in the payment of Rent or any other sums exists, then the consummation of the purchase shall not occur unless Tenant pays to Landlord, in addition to the balance of the Purchase Price then payable and any other sums then due, all amounts of Rent and other sums payable under this Lease that are then in Default (which Landlord may apply in payment of such defaulted amounts). If, at the time that the conveyance of the Premises to Tenant pursuant to the purchase option contained in this Paragraph 17 is scheduled to occur, any Default on the part of Tenant exists (other than a Default a Default of Tenant's covenants in Paragraph 12.1, as to which the applicable provisions of Paragraph 17.2 shall apply), then, notwithstanding anything to the contrary herein, the Purchase Price payable by Tenant shall equal one hundred ten percent (110%) of the Purchase Price that would be payable in the absence of such Default, and all claims and causes of action of Landlord as a result of such Default shall survive the consummation of the purchase of the Premises, and shall not merge into the deed by which the Premises are conveyed to Tenant.

17.7 Time is of the essence of each of the terms set forth in this Paragraph 17.

18. Additional Covenants and Provisions.

18.1 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

18.2 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder not received by Landlord within 10 days following the date on which it was due shall bear interest from the date due at 10% per annum, but not exceeding the maximum rate allowed by law in addition to the late charge provided for in Paragraph 13.3.

18.3 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

18.4 Landlord Liability. Tenant, its successors, and assigns shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises. Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease. In no event whatsoever shall Landlord (which term shall include, without limitation, any general or limited partner, trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction, declaratory judgment. Subject to the foregoing, in no event shall Landlord be liable for, and Tenant, on behalf of itself and all other subtenants or occupants

of the Premises and Tenant's respective agents, contractors, subcontractors, employees, invitees or licensees, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

18.5 No Prior or Other Agreements. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and supersedes all prior or contemporaneous oral or written agreements or understandings.

18.6 Notice Requirements. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by United Parcel Service or another reputable commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant.

18.7 Date of Notice. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United Parcel Service or an overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to United Parcel Service or courier. If any notice is transmitted by email, the notice shall be deemed received on the date of transmission, provided that the sender obtains evidence of transmission acceptance or verification and, if the transmission occurs after 5:00 p.m. (at the destination), then on the next business day. If notice is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

18.8 Waivers. No waiver by Landlord of a Default by Tenant shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent Default by Tenant of the same or any other term, covenant, or condition hereof. In addition the acceptance by Landlord of any rent or other payment after it is due, whether or not a notice of default has been served or any action has been filed by Landlord thereon, shall not be deemed a waiver of Landlord's rights to proceed on any notice of default or action which has been filed against Tenant based upon Tenant's breach of the Lease.

18.9 Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over with the consent of Landlord: (a) the Base Rent payable shall be increased to 150% of the Base Rent applicable during the month immediately preceding such expiration or earlier termination; (b) Tenant's right to possession shall terminate on 30 days' notice from Landlord; and (c) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs, and expenses, including, without limitation, attorneys' fees incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

18.10 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

18.11 Binding Effect: Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors, and assigns, and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

18.12 Landlord. The covenants and obligations contained in this Lease on the part of Landlord are binding on Landlord, its successors, and assigns only during their respective period of ownership of an interest in the Improvements. In the event of any transfer or transfers of such title to the Improvements, Landlord (and, in the case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

18.13 Attorneys' Fees and Other Costs. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding shall be entitled to reasonable attorneys' fees. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought. Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting breach. Tenant shall reimburse Landlord on demand for all reasonable legal, engineering, and other professional services expenses incurred by Landlord in connection with all requests by Tenant or any lender of Tenant for consent, waiver or approval of any kind.

18.14 Landlord's Access; Showing Premises; Repairs. Landlord and Landlord's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon one (1) business day notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements, or additions to the Premises, as Landlord may reasonably deem necessary. Landlord may at any time place on or about the Premises any ordinary "For Sale" signs, and Landlord may at any time during the last 180 days of the term hereof place on or about the Premises any ordinary "For

Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant. Any entry by Landlord or Landlord's agents shall not impair Tenant's operations more than reasonably necessary, and shall comply with Tenant's reasonable security measures.

18.15 Signs. Tenant shall not place any signs at or upon the exterior of the Premises, except that Tenant may, with Landlord's prior written consent, install (but not on the roof) such signs as are reasonably required to advertise Tenant's own business so long as such signs are in a location designated by Landlord and comply with sign ordinances. Notwithstanding the foregoing, Tenant shall be permitted to maintain, repair, and replace Tenant's existing signage on the Premises, without notice to or consent from Landlord, but shall remove such signage at the end of the Term in compliance with Paragraph 7.4.

18.16 Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Default by Tenant, shall automatically terminate any sublease or lesser

estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination, or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within 10 days following any such event to make a written election to the contrary by written notice to the holder of any such lesser interest shall constitute Landlord's election to have such event constitute the termination of such interest.

18.17 Quiet Possession. TENANT ACKNOWLEDGES AND AGREES THAT IT IS LEASING THE PREMISES SUBJECT TO (A) THE EXISTING STATE OF TITLE, (B) THE RIGHTS OF ANY PARTIES IN POSSESSION THEREOF (IF ANY), (C) ANY STATE OF FACTS REGARDING ITS PHYSICAL CONDITION OR WHICH AN ACCURATE SURVEY MIGHT SHOW, (D) ALL LAWS, REGULATIONS, RULES AND ORDERS AFFECTING THE PREMISES, AND (E) ANY VIOLATIONS OF LAWS, REGULATIONS, RULES AND ORDERS AFFECTING THE PREMISES WHICH MAY EXIST ON THE DATE HEREOF. Upon payment by Tenant of the Base Rent and Additional Rent for the Premises and the performance of all of the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof, with respect to the claims of any persons deriving any interest in the Premises through Landlord, however, such enjoyment shall be subject to the terms, provisions, covenants, agreements and conditions of this Lease. Tenant shall promptly notify Landlord in the event it receives actual knowledge that a lien has been asserted or recorded with respect to the Premises or the Rent.

18.18 Subordination; Attornment; Non-Disturbance.

(a) Subordination. Subject to the nondisturbance provisions of subparagraph (c) of this Paragraph 18.18, this Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or mortgage (collectively, "Mortgage") now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Tenant agrees that any person holding any Mortgage shall have no duty, liability, or obligation to perform any of the obligations of Landlord under this

Lease. In the event of Landlord's default with respect to any such obligation, Tenant will give any Lender, whose name and address have previously been furnished in writing to Tenant, notice of a default by Landlord. Tenant may not exercise any remedies for default by Landlord unless and until Landlord and the Lender shall have received written notice of such default and a reasonable time (not less than 90 days) shall thereafter have elapsed without the default having been cured. If any Lender shall elect to have this Lease superior to the lien of its Mortgage and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Mortgage. The provisions of a Mortgage relating to the disposition of condemnation and insurance proceeds shall prevail over any contrary provisions contained in this Lease.

(b) Attornment. Subject to the nondisturbance provisions of subparagraph (c) of this Paragraph 18.18, Tenant agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Mortgage. In the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses which Tenant might have against any prior Landlord, or (iii) be liable for security deposits or be bound by prepayment of more than one month's rent.

(c) Non-Disturbance. Notwithstanding anything in this Lease to the contrary, with respect to any Mortgage entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance (a "nondisturbance agreement") from the Mortgage holder, in form reasonably satisfactory to Tenant, providing for recognition of Tenant's interests under this Lease in the event of a foreclosure of the lender's security interest or termination of the Mortgage so long as Tenant is not in default and attorns to the purchaser at such foreclosure.

(d) Self-Executing. The agreements contained in this Paragraph 18.18 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing, or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or nonsubordination, attornment, and/or nondisturbance agreement, as is provided for herein. Landlord is hereby irrevocably vested with full power to subordinate this Lease to a Mortgage.

18.19 Intent. With respect to any items of equipment, machinery or Personal Property included within the definition of the Premises, this is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. The parties' intent that this Lease be a "finance lease" within the meaning of Article 2A of the Uniform Commercial Code with respect to such items shall have no effect on the characterization of this Lease for accounting purposes, which characterization shall be made by each party independently on the basis of generally accepted accounting principles. If, notwithstanding the express intention of Landlord and Tenant to enter into a true lease, this Lease is ever deemed by a court of competent jurisdiction to be a lease intended for security with respect to any portion of the Premises, Tenant does hereby grant to Landlord a security interest in all of its right, title and interest in, to and arising under this Lease, the Premises, including any items of equipment, machinery or Personal Property included within the definition of the Premises, and the proceeds thereof to secure the payment and performance by Tenant of all of its liabilities and obligations arising under this Lease, and Landlord shall have

all of the rights and remedies of a secured party under applicable law in addition to all of its rights and remedies under the terms and conditions hereof. Tenant hereby agrees and does hereby appoint Landlord or its assigns its true and lawful attorney-in-fact to prepare Uniform Commercial Code financing statements or other instruments necessary, and authorizes Landlord to cause this Lease or other instruments in Landlord's determination, to be filed or recorded at Tenant's expense in order to protect Landlord's interest in the Premises, including any items of equipment, machinery or Personal Property included within the definition of the Premises, and grants Landlord the right to execute and deliver such instruments for and on behalf of Tenant. If requested by Landlord, then Tenant agrees to execute and deliver any such instruments and agrees to pay or reimburse Landlord for any searches, filings, recordings, inspections, fees, taxes or any other costs incurred as necessary to protect Landlord's interest in the Premises, including any items of equipment, machinery or Personal Property included within the definition of the Premises. In the event this Lease is ever deemed by a court of competent jurisdiction to be a lease intended for security with respect to any portion of the Premises, then, notwithstanding any provisions contained in this Lease, neither Landlord nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Landlord or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Tenant. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Landlord and Tenant shall, to the

maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Lease and all Leases and Financings.

18.20 Security Measures. Tenant acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures. Landlord has no obligations to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents, and invitees and their property from the acts of third parties.

18.21 Force Majeure. In the event that Tenant is delayed, directly or indirectly, from the performance of any act required under the terms hereof by acts of God, accidents, fire, floods, inclement weather, governmental action, strikes or labor difficulties of any and all kinds, shortages of or delay in the delivery of material, acts of war, riot and civil commotion, or by any similar cause reasonably beyond the control of Tenant excluding any such delay caused by Tenant's lack of or inability to procure monies to pay Rent or fulfill Tenant's other obligations under this Lease, and provided that, in each of the foregoing cases, (a) Tenant gives notice of such delay to the Landlord within thirty (30) days after Tenant obtains knowledge of the event resulting in such delay, and (b) Tenant uses all commercially reasonable efforts to mitigate the delay caused by such event ("Force Majeure"), as the case may be, such failure (except for the payment of Rent or other sums required by this Lease) shall not be deemed to be a breach of this Lease or a violation of any such covenants and the time within which Tenant must perform any said act shall be extended by a period of time equal to the period of delay arising from Force Majeure (subject to any specific limit on the extension of time available as a result of Force Majeure provided for in this Lease).

18.22 Reservations. Landlord reserves the right to grant such easements that Landlord deems necessary and to cause the recordation of parcel maps, so long as such easements and maps do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements or maps.

18.23 Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

18.24 Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

18.25 Amendments. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

18.26 Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as Tenant, the obligations of such persons shall be the joint and several responsibility of all persons or entities named herein as such Tenant.

18.27 Authority. Landlord and Tenant hereby represent that each person signing on behalf of Landlord or Tenant, respectively, is authorized to execute and deliver this Lease and to make it a binding obligation of Landlord or Tenant.

[signatures on following page]

The parties hereto have executed this Lease at the place and on the dates specified below their respective signatures.

LANDLORD
CLEAN ENERGY,
a California corporation

By: /s/ Andrew Littlefair

Name: Andrew J. Littlefair

Title: President and Chief Executive Officer

Executed at: Newport Beach, CA

on: October 14, 2014

Address: 4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

Attention: Vice President and General Counsel
Email: njensen@cleanenergyfuels.com

TENANT
NG ADVANTAGE LLC,
a Delaware limited liability company

By: /s/ Tom Evslin

Name: Tom Evslin

Title: Chief Executive Officer

Executed at: Colchester, VT

on: October 14, 2014

Address: 480 Hercules Drive
Colchester, VT 05446

Attention: Tom Evslin
Email: tevslin@ngadvantage.com

GLOSSARY

The following terms in the Lease are defined in the paragraphs opposite the terms.

	TERM DEFINED IN PARAGRAPH
Additional Rent	4.1
Assign	12.1
Assignee	12.3
Base Rent	1.4
Basic Provisions	1
Casualty	9.1
CERCLA	6.2(e)(i)
Change in Control Decision Date	12.1(c)
Change in Control Review Package	12.1(c)
Claims	6.2(c)
Commencement Date	1.3
Condemnation	14
Default	13.1
Effective Date	1.1
Excluded Taxes	4.1
Expiration Date	1.3
Force Majeure	18.21
HVAC	4.2(a)(x)
Hazardous Substance	6.2(d)(vii)(A)
Environmental Requirements	6.2(e)(ii)
Expiration Date	1.3
Improvements	1.2(b)
Indemnity	8.5
Landlord	1.1
Landlord Entities	6.2(c)
Lease	1.1
Lease-Related Taxes	10.2
Lenders	6.4
Mortgage	18.18
Note	1.2
Offer	16.1
Operating Agreement	16.6
Operating Expenses	4.2
Option Period	Addendum #1

Party/Parties	1.1
Period One	Addendum #1
Permits	7.3
Permitted Use	1.8
Personal Property	1.2(c)
Premises	1.2
Prevailing Party	18.13
Purchase Agreement	1.2
Purchase Price	17.1
RCRA	6.2(e)(i)
Real Property	1.2(a)
Rent	4.1
Requesting Party	15.1
Responding Party	15.1
Security Deposit	1.7, 5

Special Purchase Option	12.1(c)
Special Purchase Price	12.1(c)
Special Upgrade Work Rent Payment	1.4
Special Upgrade Work Rent Payment Date	1.4
Taxes	4.1
Tenant	1.1
Tenant's Offer	16.1
Tenant's Offer Closing Date	16.4
Tenant's Offer Deposit	16.4
Tenant's Offer Price	16.4
Tenant's Option Deposit	17.3
Tenant's Share	1.5
Tenant's Special Purchase Option Deposit	12.1(c)(iii)
Term	1.3
Upgrade In-Service Date	7.3
Upgrade Rental Increment	1.4
Upgrade Work	7.3
Use	6.1

ADDENDUM #1
(Option to Extend)

This Addendum #1 (Option to Extend) (this "Addendum") is a part of the Lease dated October 14, 2014, by and between Clean Energy, a California corporation ("Landlord"), and NG Alternative LLC, a Delaware limited liability company ("Tenant").

1. Option to Extend. Landlord hereby grants to Tenant an option to extend the term of this Lease for the following periods ("Option Periods") commencing when the prior term expires, on the terms set forth in this Addendum:

October 14, 2021 to October 13, 2028 ("Period One")
October 14, 2028 to October 13, 2035 ("Period Two")

2. Exercise Dates. For purposes of Paragraph 4 of this Addendum,

a. the Earliest Exercise Date is twelve (12) months prior to the date that the Option Period would commence, and

b. the Last Exercise Date is six (6) months prior to the date that the Option Period would commence.

3. Monthly Base Rent. The monthly Base Rent for each month during Period One shall be $62,100. The monthly Base Rent for each month during Period Two shall be $23,000. Tenant's obligations with respect to Additional Rent shall continue to apply during each Option Period, on the same terms as are set forth in the Lease.

4. Conditions to Exercise of Option. Tenant's right to extend is conditioned upon and subject to each of the following:

a. In order to exercise an option to extend, Tenant must give written notice of such election to Landlord and Landlord must receive the same by the Last Exercise Date but not prior to the Earliest Exercise Date. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively. Failure to exercise an option terminates that option and all subsequent options. Tenant acknowledges that because of the importance to Landlord of knowing no later than the Last Exercise Date whether or not Tenant will exercise the option, the failure of Tenant to notify Landlord by the Last Exercise Date will conclusively be presumed an election by Tenant not to exercise the option, time being of the essence.

b. Tenant shall have no right to exercise an option if Tenant is in Default at the time of exercise or immediately prior to the commencement of an Option Period. The period of time within which an option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise an option because of the provisions of this paragraph.

c. All of the terms and conditions of this Lease, except where specifically modified by this Addendum, shall apply.

d. The options are personal to Tenant and any transferee permitted under Section 12.2 of the Lease and cannot be assigned or exercised by anyone other than Tenant and any such transferee.

Clean Energy Delivers Record 50.6 Million CNG Gallons in Q3;
Expands Market Reach by Acquiring Controlling Interest in NG Advantage to Bring
Natural Gas to Customers Beyond the Pipeline

NEWPORT BEACH, Calif. — October 15, 2014 — Clean Energy Fuels Corp. (NASDAQ: CLNE) today reported it delivered for the first time over 50 million compressed natural gas (CNG) gallons in one quarter. The company plans to grow its CNG sales further with a strategic move to expand its CNG market to large industrial and institutional energy users beyond the nation's natural gas pipeline by acquiring a controlling interest in NG Advantage LLC, a pioneer in the natural gas "virtual pipeline" delivery system. The NG Advantage investment will primarily be used to fund capital expenditures for expansion and growth in the business. Clean Energy will also purchase NG Advantage's Milton, Vt., compression station which is on track to supply nearly 16 million gasoline-gallon-equivalents (GGEs) of CNG annually. This station will immediately become Clean Energy's highest-volume station in its nationwide network of almost 500 stations.

"The NG Advantage purchase is a perfect example of Clean Energy's focus on aggressively pursuing new market opportunities to help rapidly grow our CNG gas sales," said Andrew J. Littlefair, President and CEO of Clean Energy. "Our record growth in overall delivered gallons combined with the new market reach of NG Advantage positions Clean Energy to keep growing as our trucking business develops."

Littlefair added, "We immediately recognized the potential in NG Advantage as a powerful partnership combining Clean Energy's leadership in natural gas fueling and compressor technology with NG Advantage's market presence and pioneering delivery system. NG Advantage's groundbreaking 'virtual pipeline' currently brings natural gas to new markets in the Northeast with the potential of expanding to other areas in North America that do not have direct access to natural gas pipelines."

NG Advantage's founder and president, Tom Evslin, will remain with the company as CEO and its second largest investor, and will continue to oversee operations from its Milton offices. Founded less than four years ago, the company and the acceptance of the "virtual pipeline" have grown rapidly. As a result of this partnership, Clean Energy expects a significant increase in delivered CNG volume day one and forecasts rapid growth as NG Advantage expands with Clean Energy's existing station network and new stations built with compressors from its IMW subsidiary.

"Rising and unpredictable fuel costs have made it exceptionally difficult for manufacturers and facilities without access to the nation's natural gas pipeline network to compete in an increasingly competitive marketplace," said Evslin. "NG Advantage is forging a new industry which meets this need, and the partnership with Clean Energy ensures our customers will be working with the most experienced natural gas fuel provider at every step in the process. Clean Energy had the foresight to establish the country's largest network of compression stations. Although they were originally built for vehicle fueling, they compress gas to exactly the pressure we need to fill our trailers and we expect many will be suitable for co-location. We look forward to using this network to rapidly bring the benefits of natural gas to enterprises beyond the pipeline nationwide."

Founded in 2011, NG Advantage has created a new industry transporting CNG in high-capacity trailers to large industrial and institutional energy users such as hospitals, food processors, manufacturers and paper mills. The CNG is transported in its fleet of tanker trucks, offloaded and used to replace fuel-oil and propane which can save customers up to 40 percent on fuel costs while reducing greenhouse gas emissions by up to 26 percent. Companies burning coal can reduce their CO2 emissions by 50% when converting to natural gas.

NG Advantage has exclusive long-term contracts with more than 20 energy-intensive organizations served by its Milton, Vt., compression facility and the newly-opened Pembroke, N.H., facility. The Pembroke facility utilizes six IMW compressors which can fill approximately 3,500 CNG gallons per hour. The facility is owned and operated by Clean Energy.

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About Clean Energy Fuels Corp.
Clean Energy Fuels Corp. (Nasdaq: CLNE) is the leading provider of natural gas fuel for transportation in North America. We build and operate compressed natural gas (CNG) and liquefied natural gas (LNG) fueling stations; manufacture CNG and LNG equipment and technologies for ourselves and other companies; develop renewable natural gas (RNG) production facilities; and deliver more CNG, LNG and Redeem RNG fuel than any other company in the U.S. For more information, visit www.cleanenergyfuels.com.

About NG Advantage LLC
NG Advantage is an innovative fuel provider trucking compressed natural gas (CNG) in the U.S. — bringing the economic and environmental benefits of North American natural gas to large institutions and industrial customers without access to a pipeline. The Company's current customers include hospitals,

paper mills, asphalt facilities, food processors, industrial dry cleaners, LDCs, and light manufacturing facilities. With a compressor station in Vermont, in southern New Hampshire and a third in permitting in the greater Albany area, the Company currently serves customers in Vermont, New Hampshire, Massachusetts and eastern New York. For more information, visit www.NGadvantage.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, including statements about the anticipated benefits of Clean Energy's investment in NG Advantage and the station purchase, the advantages of natural gas relative to fuel-oil and propane, anticipated sales of CNG, and the ability of Clean Energy and NG Advantage to use Clean Energy's network of compression stations to bring the benefits of natural gas to enterprises beyond the pipeline nationwide. Actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of several factors, including, but not limited to, changes in the price of natural gas fuel relative to fuel-oil, propane and other energy sources, lack of demand for CNG, changes in governmental regulations, and the capabilities of Clean Energy's network of compression stations. The forward-looking statements made herein speak only as of the date of this press release and, unless otherwise required by law, the company undertakes no obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances. Additionally, the reports and other documents Clean Energy files with the SEC (available at www.sec.gov) contain risk factors, which may cause actual results to differ materially from the forward-looking statements contained in this news release.

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