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# SCHEDULE 13D

(Rule 13d-101)

## SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

Under the Securities Exchange Act of 1934

(Amendment No. 3)\*

# Clean Energy Fuels Corp.

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(Name of Issuer)

**Common Stock**

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(Title of Class of Securities)

**184499 10 1**

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(CUSIP Number)

**Thomas Boone Pickens, Jr.**

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(Names of Reporting Persons)

**Robert L. Stillwell**

**BP Capital, L.P.**

**8117 Preston Road, Suite 260**

**Dallas, Texas 75225**

**Telephone: (214) 265-4165**

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(Name, Address, and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**June 6, 2011**

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(Date of Event which Requires Filing  
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 204.13d-1(g), check the following box:

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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## SCHEDULE 13D

This Amendment No. 3 (this "Amendment") amends the Statement on Schedule 13D filed with the Securities and Exchange Commission on December 13, 2007, as amended by Amendment No. 1 filed on September 26, 2008 and Amendment No. 2 filed on January 29, 2010 (collectively, the "Schedule 13D"), on behalf of Boone Pickens and Madeleine Pickens (each, a "Reporting Person" and collectively, the "Reporting Persons") and is filed as a joint statement pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Schedule 13D. Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged.

### **Item 1. Security and Issuer**

Unchanged.

### **Item 2. Identity and Background**

Unchanged.

### **Item 3. Source and Amount of Funds or Other Consideration**

Unchanged.

### **Item 4. Purpose of Transaction**

Unchanged.

### **Item 5. Interest in Securities of the Issuer**

Unchanged.

### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 is amended as of the date hereof by adding the following paragraph after the penultimate paragraph thereof:

On June 6, 2011, Mr. Pickens and the Company entered into an amendment to the Warrant (the "First Amendment"). Pursuant to the First Amendment, if Mr. Pickens exercises a portion of the Warrant prior to December 28, 2011, the Company will extend the exercise period of the Warrant for an identical number of shares for a length of time whereby the non-cash financial gain that the Company recognizes due to the early exercise becomes identical to the non-cash financial charge the Company recognizes with respect to such extension (the non-cash financial gain and the non-cash financial charge will be calculated in accordance with U.S. generally accepted accounting principles).

The foregoing description of the First Amendment is qualified in its entirety by reference to the First Amendment.

### **Item 7. Material to Be Filed as Exhibits**

The following is filed as an exhibit with this Amendment:

99.6 First Amendment to the Warrant to Purchase Common Shares of Clean Energy Fuels Corp., dated as of June 6, 2011, by and between Boone Pickens and the Company.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 6, 2011

By: /s/ Boone Pickens  
Name: Boone Pickens

By: /s/ Madeleine Pickens  
Name: Madeleine Pickens

**EXHIBIT INDEX**

99.6 First Amendment to the Warrant to Purchase Common Shares of Clean Energy Fuels Corp., dated as of June 6, 2011, by and between Boone Pickens and the Company.

**FIRST AMENDMENT**  
**TO THE WARRANT TO PURCHASE COMMON SHARES OF**  
**CLEAN ENERGY FUELS CORP.**

This First Amendment (“**First Amendment**”) to that certain Warrant to Purchase Common Shares of Clean Energy Fuels Corp., a Delaware corporation (the “**Company**”), issued by the Company to Boone Pickens (the “**Holder**”), and dated as of December 28, 2006 (the “**Warrant**”), is made and executed, by and between the Holder and the Company.

The Holder and the Company are, from time to time, referred to herein collectively as the “**Parties.**” Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Warrant.

**RECITALS**

**WHEREAS**, the Parties entered into the Warrant;

**WHEREAS**, the Parties wish to amend the Warrant on the terms and conditions set forth herein; and

**WHEREAS**, the Company’s stockholders have approved the terms of this First Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AMENDMENT**

1. Amendment to Section 1 — Exercise; Issuance of Certificates; Payment for Shares. Section 1 is hereby amended by adding a second paragraph to Section 1, as follows:

“As an inducement to the Holder to exercise a portion of the Warrant prior to the expiration date of the Exercise Period (an “**Early Exercise**”), the Company hereby agrees that in the event of an Early Exercise, the Company will extend the Exercise Period of the Warrant for an identical number of Shares that are purchased pursuant to the Early Exercise for a duration of time determined in accordance with this Section 1. The length of the extension of the Exercise Period will be determined as follows: the Company will determine the non-cash financial gain that the Company will recognize due to the Early Exercise (the “**Early Exercise Gain**”) and extend the Exercise Period of the Warrant for the same number of shares purchased pursuant to the Early Exercise so that the non financial charge the Company recognizes with respect to such extension (the “**Extension Charge**”) is of identical value to the Early Exercise Gain. For example, in the event that the Holder exercises the Warrant with respect to five million (5,000,000) shares on June 28, 2010 and the Company recognizes a \$2.5 million Early Exercise Gain with respect to the Early Exercise, the Company will extend the Exercise Period of the Warrant with respect to

five million (5,000,000) Shares by a number of days that results in an Extension Charge of \$2.5 million, determined as of the date of the Early Exercise.”

2. Terms and Conditions of the Warrant. Other than as expressly set forth in this First Amendment, all of the terms and conditions of the Warrant shall remain in full force and effect and shall apply to this First Amendment.

3. Whole Agreement. The Warrant, as amended by this First Amendment, contains the full understanding of the Company and the Holder with respect to the subject matter hereof and thereof and there are no representations, warranties, agreements or understandings other than expressly contained herein and therein.

4. Governing Law. This First Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State, without regard to its conflicts of laws rules.

5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this First Amendment transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this First Amendment shall have the same effect as the physical delivery of the paper document bearing original signature.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the last date written below.

**CLEAN ENERGY FUELS CORP.**

By: /s/ Andrew J. Littlefair  
Name: Andrew J. Littlefair  
Title: President & CEO  
Date: 6/6/11

**BOONE PICKENS**

/s/ Boone Pickens  
Boone Pickens  
Date: 6/1/11