

**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): **June 6, 2011**

**CLEAN ENERGY FUELS CORP.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation)

**001-33480**  
(Commission File Number)

**33-0968580**  
(IRS Employer Identification  
No.)

**3020 Old Ranch Parkway, Suite 400 Seal Beach,  
California**  
(Address of Principal Executive Offices)

**90740**  
Zip Code

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- 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 June 6, 2011, Clean Energy Fuels Corp. (the "Company") entered an amendment (the "Amendment") to a warrant previously issued to Mr. Boone Pickens to purchase 15,000,000 shares of the Company's common stock at \$10.00 per share (the "Warrant"). The purpose of the Amendment is to incentivize Mr. Pickens to exercise a portion of the Warrant prior to December 28, 2011, the current expiration date of the Warrant (the "Exercise Period"). Pursuant to NASDAQ Marketplace Rule 5635(c), the Company's stockholders approved the terms of the Amendment at the Company's annual meeting of stockholders on May 25, 2011.

Under the Amendment, if Mr. Pickens exercises a portion of the Warrant prior to the expiration date of the Exercise Period, 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.

A copy of the amendment to the Warrant is attached as Exhibit 10.57 to this report and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.57	First Amendment to the Warrant to Purchase Common Shares of Clean Energy Fuels Corp., dated June 6, 2011

**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: June 6, 2011

**Clean Energy Fuels Corp.**

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

**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.**

**BOONE PICKENS**

By: /S/ Andrew J. Littlefair  
Name: Andrew J. Littlefair  
Title: President & CEO  
Date: June 6, 2011

/S/ Boone Pickens  
Boone Pickens  
Date: June 1, 2011