

SCHEDULE 13D
(Rule 13d-101)

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Under the Securities Exchange Act of 1934

(AMENDMENT NO. 1)

Clean Energy Fuels Corp.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

184499 10 1

(CUSIP Number)

Robert L. Stillwell
BP Capital, L.P.
8117 Preston Road, Suite 260
Dallas, TX 75225
(214)265-4165

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

September 10, 2008

(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 Rule 13d-1(e), 13d-1(f) or 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).

CUSIP No. 184499 10 1

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

BOONE PICKENS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES

7 SOLE VOTING POWER

33,255,672

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

33,255,672

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

33,255,672

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

56.1%

14 TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

MADELEINE PICKENS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES

7 SOLE VOTING POWER

1,900,000

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

1,900,000

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,900,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

4.3%

14 TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS

This Amendment No. 1 to Schedule 13D (this "Schedule 13D") amends and restates in their entirety the statements on Schedule 13D filed with the Securities and Exchange Commission on December 13, 2007 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").

ITEM 1. SECURITY AND ISSUER

This Schedule 13D relates to the Common Stock, par value \$0.0001 per share, of Clean Energy Fuels Corp., a Delaware corporation (the "Company"). Unless the context otherwise requires, references herein to the "Common Stock" are to such Common Stock of the Company. The address of the principal executive office of the Company is 3020 Old Ranch Parkway, Suite 200, Seal Beach, California 90740.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is filed by the Reporting Persons, Boone Pickens and Madeleine Pickens.

(b) The business address of each Reporting Person is 8117 Preston Road, Suite 260, Dallas, Texas 75225.

(c) The principal business of Boone Pickens is to serve as Chairman and Chief Executive Officer of BP Capital, L.P. The principal business address of BP Capital, L.P. is 8117 Preston Road, Suite 260, Dallas, Texas 75225. Boone Pickens is also a director of the Company.

The principal business of Madeleine Pickens is managing her personal investments.

(d) No Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) in the last five years.

(e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each Reporting Person is a citizen of the United States.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

On September 24, 2008, Boone Pickens Interests Ltd. purchased an aggregate of 319,488 shares of Common Stock of the Company directly from the Company. The total amount of funds used to purchase such shares of Common Stock was \$4,999,987.20. Such funds were loaned to Boone Pickens Interests Ltd. by Boone Pickens from his available funds.

On January 31, 2008, BP Capital Energy Equity Fund, L.P., BP Capital Energy Equity International Holdings I, L.P. and BP Capital Energy Equity Fund Master II, L.P. (collectively, the "BP Capital Funds") purchased an aggregate of 3,946 shares of Common Stock of the Company. The total amount of funds used to purchase such shares of Common Stock was \$59,545.14. Such funds were provided by the available funds of the BP Capital Funds.

On December 6, 2007, the BP Capital Funds purchased an aggregate of 395,000 shares of Common Stock of the Company. The total amount of funds used to purchase such shares of Common Stock was \$5,470,750. Such funds were provided by the available funds of the BP Capital Funds.

All other outstanding shares of Common Stock beneficially owned by the Reporting Persons, as well as the Warrant described below in Item 6, were acquired by the Reporting Persons prior to the initial public offering of the Company's Common Stock in May 2006.

ITEM 4. PURPOSE OF TRANSACTION

Boone Pickens may be deemed to control the Company, and he may seek to, and may, exercise control over or influence the control of the Company. Madeleine Pickens may be deemed to, and may, act in concert with Boone Pickens. The shares purchased for the accounts of Boone Pickens Interests Ltd. and the BP Capital Funds were purchased as an investment by Boone Pickens Interests Ltd. and the BP Capital Funds, respectively, and may be used, in combination with other shares beneficially owned by the Reporting Persons, to control or influence the control of the Company.

The Reporting Persons intend to review their investments in the Company on a continuing basis. Depending on various factors, including, without limitation, the price and availability of shares, the Company's results of operations, financial position and strategic direction, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, each of the Reporting Persons may in the future take such actions with respect to his or her investment in the Company as he or she deems appropriate, including the purchase of additional shares of Common Stock and/or related securities or the disposition of all or a portion of the shares of Common Stock that he or she now beneficially owns or may hereafter acquire. The Reporting Persons currently have no plans or proposals which relate to or would result in any of the actions set forth in subparagraphs (a) through (j) of Item 4 of Schedule 13D but they may at any time reconsider their position and formulate any such plans or proposals.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) As of the date hereof, Boone Pickens beneficially owns an aggregate of 33,255,672 shares of Common Stock (which includes 1,319,488 shares of Common Stock beneficially owned by Boone Pickens Interests Ltd., as to which Boone Pickens expressly disclaims beneficial ownership, and 15,000,000 shares of Common Stock issuable upon the exercise of the Warrant held by Mr. Pickens (see Item 6 below)) constituting approximately 56.1% of the shares of Common Stock outstanding. Boone Pickens expressly disclaims beneficial ownership of the shares of Common Stock beneficially owned by Madeleine Pickens.

As of the date hereof, Madeleine Pickens beneficially owns an aggregate of 1,900,000 shares of Common Stock, constituting approximately 4.3% of the shares of Common Stock outstanding. Madeleine Pickens expressly disclaims beneficial ownership of the shares of Common Stock beneficially owned by Boone Pickens.

The aggregate percentage of shares of Common Stock beneficially owned by the Reporting Persons is based on 44,310,720 shares outstanding, which is the total number of shares of Common Stock outstanding as of August 11, 2008 as reported by the Company in its Quarterly Report filed on August 13, 2008 on Form 10-Q for the period ended June 30, 2008, plus, in the case of Boone Pickens, the number of shares issuable upon exercise of the Warrant.

(b) Boone Pickens has sole voting and sole dispositive power over 31,936,184 shares of Common Stock beneficially owned by him. Of these shares, 16,539,720 shares are owned directly by him, 396,464 shares are owned directly by the BP Capital Funds and 15,000,000 shares are issuable to Boone Pickens upon exercise of the Warrant (see Item 6 below). Boone Pickens disclaims any voting or dispositive power over the 1,319,488 shares of Common Stock owned directly by Boone Pickens Interests Ltd., and he disclaims beneficial ownership of these shares. Boone Pickens Interests Ltd. is a limited partnership, the limited partner interest in which is owned collectively by certain trusts for the benefit of various family members and other individuals. Boone Pickens is the settlor of such trusts.

Madeleine Pickens has sole voting and sole dispositive power over the 1,900,000 shares of Common Stock owned directly by her.

(c) On December 6, 2007, the BP Capital Funds purchased 395,000 shares of Common Stock at a price of \$13.85 per share. The transaction was effected in the open market.

On December 31, 2007, the BP Capital Funds sold 2,482 shares of Common Stock at a price of \$15.14. The transaction was effected in the open market.

On January 31, 2008, the BP Capital Funds purchased 3,946 shares of Common Stock at a price of \$15.09 per share. The transaction was effected in the open market.

On September 10, 2008, Madeleine Pickens sold 378,215 shares of Common Stock at an average price of \$17.7869 per share, with a price range of \$18.24 to \$17.25, and 121,785 shares of Common Stock at an average price of \$16.7998 per share, with a price range of \$17.23 to \$16.37. The transactions were effected in the open market. Madeleine Pickens undertakes to provide upon request by the Securities and Exchange Commission staff, the Company, or a security holder of the Company, full information regarding the number of shares purchased or sold at each separate price.

On September 11, 2008, Madeleine Pickens sold 474,400 shares of Common Stock at an average price of \$18.4172 per share, with a price range of \$18.80 to \$17.81, and 25,600 shares of Common Stock at an average price of \$17.7219 per share, with a price range of \$17.80 to \$17.61. The transactions were effected in the open market. Madeleine Pickens undertakes to provide upon request by the Securities and Exchange Commission staff, the Company, or a security holder of the Company, full information regarding the number of shares purchased or sold at each separate price.

On September 15, 2008, Madeleine Pickens sold 100,000 shares of Common Stock at an average price of \$17.1633 per share, with a price range of \$16.76 to \$17.61. The transactions were effected in the open market. Madeleine Pickens undertakes to provide upon request by the Securities and Exchange Commission staff, the Company, or a security holder of the Company, full information regarding the number of shares purchased or sold at each separate price.

On September 24, 2008, Boone Pickens Interests Ltd. purchased 319,488 shares of Common Stock directly from the Company at a price of \$15.65 per share in cash, pursuant to the Subscription Agreement attached as Exhibit 99.3.

(d) Each of the BP Capital Funds has the right to receive or the power to direct the receipt of dividends from, or the proceeds of sale from, the shares owned by each of them individually. Boone Pickens Interests Ltd. has the right to receive or the power to direct the receipt of dividends from, or the proceeds of sale from, the shares owned by it.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

On December 28, 2006, the Company issued to Boone Pickens a five-year warrant (the "Warrant"), exercisable immediately upon its issuance, to purchase up to 15,000,000 shares of Common Stock at an exercise price of \$10.00 per share. The foregoing description of the Warrant is qualified in its entirety by reference to the full text of the Warrant to Purchase Common Stock, a copy of which is filed as Exhibit 10.26 to the Company's Registration Statement on Form S-1/A dated March 27, 2007 (File No. 333-137124).

Pursuant to Rule 13d-1(k)(1) promulgated under the Exchange Act, the Reporting Persons have entered into an agreement with respect to the joint filing of this Schedule 13D, and any amendment or amendments hereto, which is filed as Exhibit 99.2.

On September 24, 2008, the Company issued to Boone Pickens Interests Ltd. 319,488 shares of Common Stock at a price of \$15.65 per share pursuant to a subscription agreement, which is filed as Exhibit 99.3.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

99.1 Warrant to Purchase Common Stock dated December 28, 2006 issued to Boone Pickens (incorporated by reference to Exhibit 10.26 to the Company's Registration Statement on Form S-1/A dated March 27, 2007 (File No. 333-137124))

- 99.2 Joint Filing Agreement dated December 13, 2007 (previously filed and not refiled with this Amendment)
- 99.3 Subscription Agreement dated September 24, 2008
- 99.4 \$5,000,000 Term Note, dated September 24, 2008, issued to Boone Pickens by Boone Pickens Interests Ltd.

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: September 25, 2008

By: /s/ Boone Pickens

Name: Boone Pickens

By: /s/ Madeleine Pickens

Name: Madeleine Pickens

EXHIBIT INDEX

- 99.1 Warrant to Purchase Common Stock dated December 28, 2006 issued to Boone Pickens (incorporated by reference to Exhibit 10.26 to the Company's Registration Statement on Form S-1/A dated March 27, 2007 (File No. 333-137124)
- 99.2 Joint Filing Agreement dated December 13, 2007 (previously filed and not refiled with this Amendment)
- 99.3 Subscription Agreement dated September 24, 2008
- 99.4 \$5,000,000 Term Note, dated September 24, 2008, issued to Boone Pickens by Boone Pickens Interests Ltd.

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "AGREEMENT") is entered into as of the date set forth on the signature page hereof by and between Clean Energy Fuels Corp., a Delaware corporation (together with its successors and permitted assigns, the "COMPANY"), and Boone Pickens Interests, Ltd. (the "INVESTOR").

RECITALS

Subject to the terms and conditions of this Agreement, the Investor desires to subscribe for and purchase, and the Company desires to issue and sell to the Investor, certain shares of the Company's common stock, par value \$0.0001 per share (the "COMMON STOCK").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SUBSCRIPTION AND ISSUANCE OF COMMON STOCK. Subject to the terms and conditions of this Agreement, the Company will issue and sell to the Investor and the Investor subscribes for and will purchase from the Company the number of shares of Common Stock set forth on the signature page hereof (the "SHARES") for the aggregate purchase price set forth on the signature page hereof, which shall be equal to the product of the number of Shares subscribed for by the Investor multiplied by the Purchase Price. The Purchase Price will be equal to the market closing price on the date of sale as reported in the Wall Street Journal.

2. REPRESENTATIONS AND WARRANTIES OF INVESTOR. The Investor represents and warrants to the Company that the statements contained in this Section 2 are truthful and accurate as of the date hereof:

a. This Agreement is a valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms. The Investor is not required to make any filing with, or to obtain any permit, authorization, consent or approval from, any government or regulatory agency or any other third party in connection with the execution and delivery of this Agreement by the Investor, or the performance by the Investor of the transactions contemplated hereby, other than such filings as may be required under Section 13 or Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any state blue sky laws. There is no action, suit, claim, proceeding or investigation pending or, to the knowledge of the Investor, threatened against the Investor which would prevent or hinder the Investor's performance of any obligations under this Agreement.

b. The Investor is familiar with the business, properties, operations and condition (financial and otherwise) of the Company, and has such information which the Investor considers necessary or appropriate to evaluate the risks and merits of an investment in the Shares.

c. The Investor has such knowledge and experience in financial, tax and business matters, including substantial experience in evaluating and investing in common stock and other securities, so as to enable the Investor to utilize the information described in Section 2(b) to evaluate the risks and merits of an investment in the Shares and to protect the Investor's own interests.

d. The Investor is acquiring the Shares for the Investor's own account only and with no present intention of distributing or selling the Shares in violation of the Securities Act of 1933, as amended (the "Securities Act"), and has no arrangement or understanding with any person regarding the distribution or sale of the Shares in violation of the Securities Act. The Investor resides or is otherwise located at the address set forth on the signature page hereof.

e. The Investor understands that the Shares have not been registered under the Securities Act and are offered and sold to the Investor pursuant to an exemption from registration under the Securities Act. The Investor further understands that the certificate representing the Shares will have the following restrictive legend printed thereon.

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTIONS. THESE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

f. As indicated above, the Investor's right to transfer the Shares offered and sold hereby will be restricted. These restrictions will require the Investor to hold the Shares indefinitely, unless the Shares are subsequently registered under the Securities Act and qualified or registered under other applicable state laws, or unless an exemption from such qualification or registration is available and confirmed by an opinion of counsel acceptable to the Company. The Investor understands that the Company has no present intention to register the Shares. After the periods of time described below, there may, but will not necessarily be, an exemption available under Section 4(1) of the Securities Act in accordance with SEC Rule 144. Rule 144 allows for limited sales of restricted securities pursuant to Section 4(1) of the Securities Act after the securities have been held for one year, provided certain conditions are satisfied, including availability of public information about the issuer, restrictions on the amount of securities sold within a three month period, restrictions on the manner of sale, and the filing of a notice with the SEC. Rule 144 currently provides that the foregoing restrictions do not apply to a person who has held securities for six months and who has not been an "affiliate" of the issuer during the three months preceding the sale, other than the public information requirement. The term "affiliate" is defined in Rule 144 as a person who directly or indirectly controls, is controlled by or is under common control with the issuer. Executive officers, directors and persons who directly or indirectly own or control over 5% of the stock of an issuer are often deemed to be affiliates. The Company is under no obligation to take steps to ensure the availability of Rule 144, and the Investor should not assume that the Shares may be resold at any particular time in the future. The holding period for Rule 144 will commence when the Investor has paid the consideration for the Shares.

g. The Investor has not been aware of publication of any advertisement in connection with the issuance and sale of the Shares.

h. The Investor is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

i. The Investor has obtained independent legal and tax advice concerning this Agreement and the tax consequences thereof to the Investor, or if not, has expressly waived the Investor's right to do so. The Investor has not relied on the Company or its representatives for any legal or tax advice.

j. The Investor understands that the Company is under no obligation to sell the Shares to the Investor unless the Company accepts and signs this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants to the Investor that the statements contained in this Section 3 are truthful and accurate as of the date hereof.

a. The execution and delivery of this Agreement by the Company, and the performance of the Company's obligations hereunder, have been duly authorized by the board of directors of the Company, including the audit committee thereof, and no other proceedings on the part of the Company are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

b. The Company is not required to make any filing with, or to obtain any permit, authorization, consent or approval from, any government or regulatory agency or any other third party in connection with the execution and delivery by the Company of this Agreement and the performance by the Company of the transactions contemplated hereby (except for such notices and filings as may be required by the Securities Act or the Exchange Act and any applicable state securities law after the completion of the transaction). There is no action, suit, claim, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company which would prevent or hinder the Company's performance of its obligations under this Agreement.

4. SURVIVAL. All representations, warranties, agreements and covenants made in this Agreement shall survive the execution of this Agreement.

5. FURTHER ASSURANCES. The Investor shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

6. ENTIRE AGREEMENT; MODIFICATION; WAIVER. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby, and supersedes all prior agreements, representation and warranties, written or oral, with respect thereto. This Agreement may be amended only by a written instrument signed by each of the parties, and the terms hereof may be waived only by a written instrument signed by each of the parties or, in the case of a waiver, by the party waiving compliance. All notices given herein shall be in writing and shall be delivered to the addresses set forth on the signature page below, or to such other addresses as the Investor or the Company may designate.

7. NO ASSIGNMENT. Neither this Agreement, nor any of the rights hereunder, may be assigned by the Investor without the written consent of the Company.

8. GOVERNING LAW; DISPUTES. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California applicable to agreements made and to be performed entirely within California. The parties hereby agree that any suit, action or other legal proceeding relating to this Agreement or the transactions contemplated hereby shall be conducted only in Orange County in the State of California. Each party hereby irrevocably consents and submits to the exclusive personal jurisdiction of, and venue in any federal or state court sitting in, such county for any such proceeding.

9. EXPENSES. Each party shall bear all expenses incurred on behalf of such party in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby.

10. COUNTERPARTS; EXHIBITS; HEADINGS. This Agreement may be executed in any number of original or facsimile counterparts, all of which together shall constitute one and the same instrument. The exhibits attached hereto are incorporated herein by this reference. The headings herein are for reference only and shall not affect the interpretation of this Agreement.

11. NOTICE. Notices and other communications to be given to a party hereunder shall be in writing (including facsimile or other similar electronic transmission), personally delivered or sent by facsimile or other electronic transmission, overnight delivery with a nationally recognized delivery service or by registered or certified mail, return receipt requested, postage prepaid, to the Investor at the last address furnished to the Company by the Investor in writing or, in the case of the Company, at the principal offices of the Company, or at such other address as Investor or the Company may designate by giving written notice to the other party. Notices or other communications shall be deemed to be effective upon the earlier of (i) when received by the addressee, if delivered by hand, facsimile or similar form of electronic transmission, (ii) one (1) day after sent by facsimile or deposit with a nationally recognized overnight delivery service and (iii) two (2) days after mailing, if mailed.

12. SEVERABILITY. If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement (or any of the agreements incorporated by reference) which can be given effect without the invalid provision or application.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Subscription Agreement as of September 24, 2008.

"THE COMPANY"

Clean Energy Fuels Corp.

By: /s/ Rick Wheeler

Rick Wheeler, Chief Financial Officer

3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
Fax: 562-546-0097
E-mail address: rwheeler@cleanenergyfuels.com

"INVESTOR"

Name of Investor: BOONE PICKENS INTERESTS, LTD. Address:

By: Robert L. Stillwell 8117 Preston Road #260

Name: Robert L. Stillwell Dallas TX 75225

Title: MANAGING PARTNER Fax: 217 750 9773

E-mail address: ronb@bpcap.net

By: /s/ Ronald D. Bassett

Name: Ronald D. Bassett

Title: Managing Partner

Number of Shares subscribed for: 319,488

Aggregate Purchase Price (see Section 1): \$4,999,987.20

Exact name to appear on stock certificate: Boone Pickens Interests, Ltd.

[SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT]

TERM NOTE

\$5,000,000.00

September 24, 2008

FOR VALUE RECEIVED, the undersigned, Boone Pickens Interests, Ltd. ("MAKER"), hereby promises to pay to the order of T. Boone Pickens, Jr. ("PAYEE") the principal sum of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00), together with any interest on the unpaid balance from the date of this note until maturity at the rate provided below.

The unpaid principal amount of this note and any unpaid accrued interest thereon shall be due and payable on the earlier of (i) August 30, 2018 or (ii) the date of the acceleration of the maturity of this note in accordance with the terms of this note.

Maker promises to pay interest on the unpaid principal balance of this note from the date of this note until the principal balance thereof is paid in full. Interest shall accrue on the outstanding principal balance of this note from and including the date of this note to but not including the date of the maturity of this note at the rate set forth below and shall be due and payable as it accrues on August 30 of each year of this note, commencing with the first payment of accrued interest on August 30, 2009, and continuing through and including maturity. Maker shall pay the accrued interest annually on August 30 of each year of this note, provided that if Maker fails to pay interest in any year, Maker shall not be considered to be in default on this note. All payments and prepayments made in accordance with this note shall be applied first to payment of accrued and unpaid interest and then to payment of unpaid principal.

Interest on the principal balance of this note shall accrue at a rate, compounded annually, equal to the lesser of (i) 2.38% or (ii) the maximum nonusurious interest rate as in effect from time to time which may be charged, contracted for, received or collected by Payee in connection with the transactions contemplated by and evidenced in this note and all documents executed in connection with this note ("THE HIGHEST LAWFUL RATE").

Maker may from time to time prepay all or any portion of the outstanding balance of this note on any Business Day without penalty or premium. As used herein, a "BUSINESS DAY" shall mean any day other than a Saturday, Sunday or other day on which banks in Texas are permitted or required by law to be closed. All payments and prepayments made in accordance with this note in respect of principal and interest on this note are to be made in lawful money of the United States of America no later than 12 o'clock noon, central time, in same day funds, at 8117 Preston, Suite 260, Dallas, Texas 75225, or such other place as the holder of this note shall designate in writing to Maker. Maker shall have no right to reborrow under this note any amounts paid or prepaid in respect of principal or interest on this note.

If any payment or prepayment of principal or interest on this note shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in computing interest in connection with such payment.

In addition to all principal and accrued interest on this note, Maker agrees to pay (a) all reasonable costs and expenses incurred by all owners and holders of this note in collecting this note through any probate, reorganization, bankruptcy or any other proceeding and (b) reasonable attorneys' fees when and if this note is placed in the hands of an attorney for collection.

All agreements between Maker and Payee, whether now existing or arising after the date of this note and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Payee for the use, forbearance, or detention of the money evidenced by this note or otherwise or for the payment or performance of any covenant or obligation contained in this note or any other document, agreement or instrument executed in connection with or given as security for this note, exceed the Highest Lawful Rate. If, as a result of any circumstances whatsoever, fulfillment of any provision of this note or of any of such documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by applicable usury law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if, from any such circumstance, Payee shall ever receive interest or anything which might be deemed interest under applicable law which would exceed the Highest Lawful Rate, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on account of this note or the amounts owing on other obligations of Maker to Payee and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance of this note and the amounts owing on other obligations of Maker to Payee, as the case may be, such excess shall be refunded to Maker. In determining whether or not the interest paid or payable under any specific contingencies exceeds the Highest Lawful Rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (a) characterize any nonprincipal payment as an expense, fee or premium rather than as interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread in equal parts during the period of the full stated term of this note, all interest at any time contracted for, charged, received or reserved in connection with the indebtedness evidenced by this note.

If an Event of Default (as defined below in this paragraph) exists, Payee may (i) declare by written notice to Maker the entire unpaid balance of this note immediately due and payable, together with accrued interest, and (ii) exercise any and all other legal or equitable rights afforded under applicable law. An "Event of Default" shall mean the occurrence of one or more of the following events: (i) the failure of Maker to pay any amount when it becomes due and payable under this note, provided that the failure of Maker to pay interest accrued on this note prior to maturity shall not constitute an Event of Default; (ii) the failure of Maker to perform and comply with any covenant, agreement, or condition contained in this note; and (iii) in each case, such failure continues for 120 days after the Payee gives written notice of such failure to Maker. Except as otherwise provided in this note, Maker waives presentment of demand for payment, protest, notice of intent to accelerate, notice of acceleration and notice of protest and nonpayment.

Maker and any and all endorsers, guarantors and sureties severally waive grace, presentment for payment, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest and notice of protest and diligence in collecting and bringing of suit against any party to this note, and agree to all modifications, renewals, extensions, substitutions or replacements of this note or partial payments on this note and to any release or substitution of security, if any, of this note, in whole or in part, with or without notice, before or after maturity. This note may be transferred by Payee, and the rights and privileges of Payee under this note shall inure to the benefit of Payee's representatives, successors and assigns.

THIS NOTE SHALL BE DEEMED TO BE A CONTRACT UNDER TEXAS LAW AND FOR ALL PURPOSES SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH TEXAS LAW AND APPLICABLE FEDERAL LAWS. Maker further agrees that the consideration furnished to Maker is related solely to business, commercial, investment or other similar purposes and not personal, family or agricultural purposes.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BOONE PICKENS INTERESTS, LTD.

By: /s/ Robert L. Stillwell

Robert L. Stillwell, Managing Partner

By: /s/ Ronald D. Bassett

Ronald D. Bassett, Managing Partner