



FIRST AMENDMENT
TO COMPRESSED NATURAL GAS VEHICLE FUELING STATION LICENSING AND CNG
SALES AGREEMENT

This First Amendment (“**First Amendment**”) to that certain Compressed Natural Gas Vehicle Fueling Station Licensing and CNG Sales Agreement by and between the Mission Springs Water District, a California county water district and public agency formed pursuant to Water Code section 30000, et seq. (“**MSWD**”), and Clean Energy, a California corporation (“**CE**”), and Clean Energy Construction, a California corporation and wholly-owned subsidiary of CE (“**CECI**”), dated as of November 21, 2011 (as further amended, modified or supplemented from time to time, the “**Agreement**”), is made and executed, by and between MSWD and CE, to be effective as of the ____ day of _____, 2022 (“**First Amendment Effective Date**”).

MSWD and CE 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 term in the Agreement.

RECITALS

WHEREAS, MSWD, CE, and CECI entered into the Agreement;

WHEREAS, CECI was merged into CE, and therefore, CECI is no longer a party to the Agreement, but CE shall assume all of the obligations of CECI under the Agreement as its successor; and

WHEREAS, the term of the Agreement is from November 21, 2011, until November 20, 2016, and was automatically renewed from November 21, 2016, until November 20, 2021, and thereafter, the Parties mutually agreed to extend the term of the Agreement in the interim until the finalization and execution of this First Amendment, at which point the term of the Agreement shall be formally extended by this First Amendment;

WHEREAS, the Agreement allows CE to maintain a CNG Station on the Premises owned by MSWD and MSWD is given the right to purchase CNG for a predetermined rate;

WHEREAS, MSWD no longer has any use of CNG from CE’s Station as it no longer operates CNG vehicles;

WHEREAS, CE has requested that the term of the Agreement be extended for a term of one year;

WHEREAS, MSWD and CE wish to amend the Agreement on the terms and conditions set forth herein.

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. Section 5.1 is hereby amended in its entirety to read as follows:

Term. The initial term of this Agreement commenced on November 21, 2011, and was set to expire on November 20, 2016, but automatically renewed for a consecutive five (5) year term from November 21, 2016, through November 20, 2021. The term of this Agreement shall automatically renew until November 20, 2022. Thereafter, this Agreement shall

automatically renew for up to four consecutive additional one (1) year terms unless either Party gives the other Party at least six (6) months written notice prior to the conclusion of the then applicable term. Any other renewals shall be determined by a written agreement executed by both Parties. The initial term and any renewal terms are referred to herein as the "Term." Notwithstanding any other provision of this Agreement, at any time either Party may terminate this Agreement and license for any or no reason, by providing the other Party not less than ninety (90) days prior, written notice of termination. Upon termination, CE shall remove the Station, and restore the Premises, in accordance with Section 4.4, as amended by the First Amendment.

2. Section 4.4 is amended in its entirety to read as follows:

Abandonment or Removal. Unless otherwise agreed to by the Parties in writing, upon termination or expiration of this Agreement, CE shall (i) remove the Station and all Upgrades at CE's sole expense (including any and all merchandise, equipment, furnishings, fixtures, machinery and tools relating to the Station), from the Premises, which shall be restored in all material respects to their condition as of the Effective Date, excluding the removal of any underground piping and electrical which may be left in place so long as it is rendered inactive, abandoned, and capped at the main as required by the utility owner; or (ii) upon MSWD's written consent, abandon the same in place by quitclaiming all of its right, title and interest therein to MSWD. Thereafter, CE shall have no further rights or obligations under this Agreement with respect to the Premises. Restoration of the Premises shall include any remediation necessary to leave the Premises in compliance with any and all local, State and federal laws and regulations.

3. The following provisions are rescinded and are of no force or effect:

Sections 3.5, 4.3, 4.5, and Section 9.1 of the Agreement.

4. Section 4.2 is amended in its entirety to read as follows:

Clear Title. MSWD is, and shall remain during the term of this Agreement, the owner of the Premises, and shall not allow any lien or encumbrance affecting the Station or CE's performance hereunder. CE shall be the owner of the Station, and its parts and equipment.

5. Article 7 is replaced with the following:

Rent: Commencing on the first day of the month following the First Amendment Effective Date, CE covenants and agrees to pay to MSWD at the address for MSWD provided pursuant to Section 11.2, below, rent, which shall be due and payable on the first (1st) day of each month but no later than the fifth (5th) day of each month during the term, as it may be extended.

- a) Such monthly rent shall be in the amount of Two Thousand Dollars and No Cents (\$2000.00). In any partial month occurring after the First Amendment Effective Date, the rent will be prorated. The initial rent payment will be forwarded to MSWD by CE within thirty (30) days after the First Amendment Effective Date.
- b) Beginning on November 1, 2023, and each November 1st thereafter, including throughout any extension terms, the monthly rent will automatically increase without notice to CE by three percent (3%) over the rent paid during the previous year.

6. Exhibit IV, Section B.2. is amended in its entirety to read as follows:

Automobile liability insurance (any auto) providing protection of at least Two Million Dollars (\$2,000,000) per accident for bodily injury or death and property damage. An umbrella or excess liability policy may be placed to evidence such limits provided that any deductible in excess of \$25,000 must be agreed to in writing by MSWD.

7. Terms and Conditions of the Agreement. Other than as expressly set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect and shall apply to this First Amendment; provided that to the extent there is a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control to the extent of such conflict.

8. Governing Law. This First Amendment shall be subject to and construed in accordance with the laws of the State of California, with the courts of the County of Riverside, California having sole jurisdiction to resolve all disputes which may arise under, or which relate to this First Amendment or the Agreement.

9. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same agreement. 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.

10. No Other Amendment. Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed as of the First Amendment Effective Date.

CLEAN ENERGY

MISSION SPRINGS WATER DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____