

TERMINATION AGREEMENT
(LNG/CNG Fueling Station Operations and Maintenance and LNG/CNG Sales Agreement)

This TERMINATION AGREEMENT (“**Agreement**”) is effective as of _____, 2021 (“**Effective Date**”) and is among COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and operating pursuant to the County Sanitation District Act, Health and Safety Code Section 4700, et seq. (“**District**”) and CLEAN ENERGY, a California corporation (“**Clean Energy**” or “**CE**”)(each a “**Party**” and collectively the “**Parties**”).

- A) The District has developed a portion of its property located at 3212 Workman Mill Road (formerly 2800 Workman Mill Road) in Whittier, California 90601 (“**Property**”) as a liquefied and compressed natural gas fueling station (“**Station**”) for the use of the District and other third-party users.
- B) In connection with its development of the Property, the District entered into an agreement dated February 10, 2010 with CE to install certain upgrades at the Station, to operate and maintain the Station, and to deliver liquefied natural gas (LNG) and sell LNG and compressed natural gas (CNG) to the District and as retail fuel to third-party users at the Station (“**2010 Agreement**”). All capitalized terms used herein but not defined, shall have the meaning assigned to such term in the 2010 Agreement.
- C) Article 2.1 of the 2010 Agreement states that the initial term of the Agreement will commence on the Effective Date, end on the tenth anniversary, and is automatically extended for five (5) years, or until February 10, 2025.
- D) The District and CE entered into a subsequent operating agreement dated July 10, 2019 (the “**2019 Agreement**”) authorizing CE to design, build, operate and maintain a CNG fueling station located at the Property for District’s use and for use by third-parties, thus triggering the termination of the 2010 Agreement when the Station is no longer operative.
- E) The Parties intend for this Agreement to supersede and terminate, and/or modify the 2010 Agreement.

The Parties therefore agree as follows:

1. Termination of 2010 Agreement and Survival of Certain Duties

(a) The District and Clean Energy hereby terminate the 2010 Agreement effective on the Effective Date of this Agreement.

(b) CE shall pay royalties to the District in accordance with Article 7.2 of the 2010 Agreement for CNG and LNG sold from the Station up to the date the Station was shut down and CE shall pay VETC to the District in accordance with Articles 7.3.1 and 7.3.2 of the 2010 Agreement for CNG and LNG sold from the Station up to the date the Station was shut down.

(c) The District shall purchase from CE the Upgrades, as that term is defined in the 2010 Agreement, in accordance with Article 3.2 of the 2010 Agreement. The District’s obligation to pay for such Upgrades shall survive the termination of the 2010 Agreement.

2. Representations and Warranties. The Parties hereby represent and warrant that other than the Parties signing this Agreement, no rights have been assigned or transferred to any third party. In the event that rights have been assigned or transferred to a third party, then the Party transferring the rights will assume all duties and costs to ensure the rights are terminated within thirty (30) days after notice from another Party.

3. Successors and Assigns. The provisions of this Agreement will be binding upon, and will inure to the benefit of, each of the Parties and to their respective successors, transferees and permitted assigns, except that none of the Parties may assign their respective rights without the express prior written consent of the other Parties, which will not be unreasonably withheld, conditioned or delayed.

4. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the termination of the 2010 Agreement and supersedes all prior agreements between the Parties. This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, except in writing and signed by the Party to be charged.

5. Further Assurances. The Parties shall cooperate in good faith with each other and deliver any further documents and perform any other acts necessary or appropriate to consummate and carry into effect all of the terms and provisions of this Agreement.

6. Authority to Sign. Each person signing this Agreement on behalf of a Party represents and warrants to the other Party that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such Party in accordance with its terms.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. Governing Law. This Agreement will be governed by California law.

9. Notices. Any notice or other communication to be given by one Party to the other hereunder shall be in writing and given by personal service, express mail, Federal Express or any other similar form of airborne/overnight delivery service, or by United States certified mail, return receipt requested, addressed to the Party at its respective address as follows:

If to DISTRICT: County Sanitation District No. 2 of Los Angeles
County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Supervising Engineer, Energy Recovery

If to CE: Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attn: Associate General Counsel

The Parties are executing this Agreement as of the Effective Date.

CLEAN ENERGY

By: Robert M. Vreeland
Name: Robert M. Vreeland
Title: Chief Financial Officer

COUNTY SANITATION DISTRICT NO. 2 OF
LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
District Counsel